



State of New Hampshire

New Hampshire Banking Department

Financial Institution Licensing, Registration, Examination and Enforcement Database System

RFP 2005-007

RFP ISSUED AUGUST 23, 2004

OPTIONAL VENDOR CONFERENCE..... SEPTEMBER 7, 2004

AT: STATE OF NEW HAMPSHIRE BANKING DEPARTMENT , 64B OLD SUNCOOK
ROAD, CONCORD, NEW HAMPSHIRE 03301-5127

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CONTRACT TYPE FIRM FIXED PRICE

PROPOSALS DUE 2:30 P.M., OCTOBER 19, 2004

AT: BANKING DEPARTMENT, 64B OLD SUNCOOK ROAD, CONCORD, NH

**STATE OF NEW HAMPSHIRE
BANKING DEPARTMENT
FINANCIAL INSTITUTION LICENSING, REGISTRATION,
EXAMINATION AND ENFORCEMENT DATABASE SYSTEM
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1.0 INTRODUCTION

The State of New Hampshire Banking Department, (“State” or “NHBD”) is issuing this Request for Proposal (RFP) to solicit offers from Vendors qualified to provide a financial institution licensing, registration, examination and enforcement database system and associated services, planning, consulting, custom design, installation, data conversion, implementation, documentation, testing, integration, support, maintenance, and enhancements. A commercial off-the-shelf (COTS) solution, configured to NHBD specifications as set forth in the System Requirements Section, Tables, Exhibits and Appendices of this RFP, is sought. This RFP solicits expressions of interest from all **VENDORS** who wish to be considered as a provider of information technology professional services consistent with all specifications set forth in this RFP, the State of New Hampshire Contract Terms and Conditions (Appendix G-4) and Appendix C: *System Requirements*.

The State encourages free and open competition among Vendors. Specifications, proposals, and conditions are designed to accomplish this objective, consistent with the business needs of State agencies. The State seeks a firm fixed price (FFP) contract.

The Vendor will be responsible for all aspects of the project, including, but not limited to:

- Implementation
- Providing COTS licensing, registration, examination and enforcement software license procurement;
- Configuration and services necessary for implementation of the new software;
- Migration from the legacy systems;
- User training;
- Testing support;
- Licensing, registration, examination and enforcement support; and
- Warranty
- On-Going Maintenance

The Vendor may employ subcontractors to deliver required services subject to the terms and conditions of this RFP, including but not limited to, in Section 6: *General Contract Requirements* herein and Appendix G-4: *State of New Hampshire Terms and Conditions* of this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

1.1 Non-Exclusive Contract

After the successful completion of the Implementation Stage the State may choose to use any Vendor or State Staff to make changes and enhancements to the licensing system.

1.2 Contract Award

The State will award a contract based upon criteria, standards, and weighting identified in this RFP as applied to the total RFP solution proposal. Each Vendor proposal will be considered

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as a whole solution, without limitation, including all software and services proposed, qualifications of the Vendor and any subcontractors, and cost.

1.3 Contract Type

The State plans to execute a Firm Fixed Price (FFP) contract on behalf of the State of New Hampshire Banking Department for licensing, registration, examination and enforcement software and services a result of this RFP. The Vendor shall be fully prepared to commence work under the contract by December, 2004. Initial work will include, but not be limited to, information gathering, data conversion, business procedures. No on-site user interaction will begin until March, 2005. The system will be fully implemented by June, 2005. The Vendor's initial support term shall commence upon the date of full implementation, and will be required for six (6) months with five (5) optional extensions of up to two (2) years each, which shall not extend beyond December, 2015. Support will include modifications to the mortgage licensing portion of the database to accommodate changes necessary to implement anticipated 2005 statutory changes; such changes must be in place December 1, 2005 to allow for 2006 renewal processing (see Appendices C System Requirements and G-4 State of New Hampshire Contract Terms and Conditions, and Section 6.1.2).

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2.0 SOFTWARE, SERVICES, REQUIREMENTS, AND DELIVERABLES

2.1 Software

The State seeks to license financial institution software, configured to NHBD specifications as set forth in the System Requirements Section, Tables, Exhibits and Appendices of this RFP, to maintain a licensing, registration, examination and enforcement database with highly integrated functionality supporting the chartering, licensing, monitoring and conducting examinations of the banks, credit unions, loan associations, and consumer/financial institutions within the State.

2.2 Services

The State seeks to procure the following services:

- Configuration and testing of the selected proposed solution software;
- Data conversion and migration;
- Development of in and out-bound interfaces;
- Implementation Services;
- Integration Services;
- Requirements validation;
- Software and hardware recommendations and implementation;
- Software maintenance and enhancement support;
- System documentation;
- Testing;
- Training and user support and
- Enhancements

2.3 Technical Requirements

The State has classified technical requirements for this RFP into the following sections:

Appendix B: *Minimum Standards for Proposal Consideration*, compliance with System Requirements, use of proposed licensing, registration, examination and enforcement software, Vendor implementation experience, and proposed project team;

Appendix C: *System Requirements*;

Appendix D: *Topics for Narrative Responses*- descriptions of software, technical, service, and project management topics;

Appendix E: *Standards for Describing Vendor Qualifications*, corporate, team organization and key staff, Project Manager, and other key staff.

2.4 Project Deliverables

The State classifies Deliverables into three categories: Written Deliverables, Software Deliverables, and Non-Software Deliverables. Pricing and scheduling information requirements are provided in Appendix F: *Pricing Worksheets*. Project deliverables, organized by category, follows.

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2.4.1 *Written Deliverables*

The following Written Deliverables are required:

- a) Project Work Plan
- b) Project Status Reports
- c) Software Configuration Plan
- d) Software Configuration / Design Documentation
- e) Systems Interface Plan and Design/Capability
- f) Software Change Control Process Document
- g) Detailed Testing Plan and Testing Results
- h) Data Conversion Plan and Design
- i) Knowledge Transfer Plan
- j) Recommended Required Upgrades to State Infrastructure Report
- k) Risk and Issue Management Plan
- l) Deployment Plan
- m) Comprehensive Training Plan, Materials, and Curriculum
- n) User Support Plan
- o) Documentation of Operational Procedures

2.4.2 *Software Deliverables*

The following Software Deliverables are required:

- a) COTS Solution Application Software Configured to Satisfy State Requirements
- b) Functioning In-Bound and Out-Bound Interfaces
- c) Fully Tested Data Conversion Software
- d) Converted Data Loaded into Production Environment
- e) Tools for Backup and Recovery of all data
- f) All Operating System Software
- g) Software license and upgrades

2.4.3 *Non-Software Deliverables*

The following Non-Software Deliverables are required:

- a) Conduct Project Kickoff Meeting
- b) Conduct Unit and System Testing
- c) Conduct Integration Testing
- d) Conduct Training
- e) Perform Production Tests
- f) Support User Acceptance Testing (UAT)
- g) Cutover to New Software
- h) Conduct Project Exit Meeting
- i) Software Warranty and Maintenance Support

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3.0 SCHEDULE OF EVENTS AND DEFINITION OF TERMS

3.1 Schedule of Events

The following table provides the Schedule of Events for this RFP through contract finalization and Notice to Proceed.

Table 3.1 – 1: Schedule of Events

EVENT	DATE	TIME
RFP released to Vendors (on or about)	08/23/04	
Vendor inquiry period begins (on or about)	08/23/04	2:30 PM
Notification to the State of the number of representatives attending the Vendor Conference	08/30/04	
Optional Vendor's Conference	09/07/04	10:00 A.M
Vendor inquiry period ends (Final inquiries due)	09/21/04	
Final State responses to Vendor inquiries	10/05/04	
Final date for Proposal submission	10/19/04	2:30 PM
Invitations for presentations, if necessary	10/26/04	
Vendor presentations/discussion sessions/interviews, if necessary	11/01/04- 11/05/04	
Anticipated Contract Finalization	11/18/04	
Anticipated Notice to Proceed	12/16/04	
On-site User Acceptance Testing	03/02/05	
Full Implementation Date	06/01/05	

3.2 Definition of Terms

The following terms and definitions apply to this RFP and any resulting contract.

Acceptance Test Plan	An Acceptance Test Plan document describes in detail the series of tests and training to be performed with corresponding acceptance criteria and how the tests will be performed, as applicable.
Agency	State of New Hampshire Banking Department (NHBD)
Budget Fiscal Year	The New Hampshire budget fiscal year which extends from July 1 st through June 30 th of the following calendar year.
DAS	State of New Hampshire, Department of

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	Administrative Services.
Deficiency	A failure or a defect resulting in a Deliverable, the Software, or the System, not conforming to its Specifications, Terms, or Requirements of the contract, as applicable.
Federal Fiscal Year (FFY)	The Federal fiscal year extends from October 1st through September 30 th of the following calendar year.
Firm Fixed Price Contract	Firm-fixed-price contract provides for a price that is not subject to increase, i.e., adjustment (on the basis of the Vendor's cost experience in performing the contract).
HIPAA	The Health Insurance Portability and Accountability Act of 1996.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies.
Normal Business Hours	8:00 AM to 4:30 PM EST, Monday through Friday, excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
Office of Information Technology (OIT)	The Office of Information Technology established under RSA 4-D within the Office of the Governor.
Proposal	The submission from a Vendor in response to this RFP.
Software	The off-the-shelf software and configured software customized for the State provided by the Vendor in response to this RFP.
System	The System is comprised of all system elements for a function or module, e.g., hardware, software and interfaces.
State	The State of New Hampshire, acting through the Banking Department (NHBD).
State Fiscal Year (SFY)	The New Hampshire State fiscal year extends from July 1st through June 30 th of the following calendar year.
Vendor	A Vendor submitting a Proposal in response to this RFP.
WYSIWIG	What you see is what you get.

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4.0 INSTRUCTIONS

4.1 Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the Department of administrative Services, Bureau of Purchase and Property no later than the time and date specified in Table 3.1-1: *Schedule of Events*. Proposals must be addressed to:

**State of New Hampshire
Banking Department
c/o Dawn Allen
64 B Old Suncook Road
Concord, New Hampshire 03301**

Cartons containing Proposals must be clearly marked as follows:

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Late submissions will not be accepted and will remain unopened. Delivery of the Proposals shall be at the Vendor's expense. The time of receipt shall be considered when a Proposal has been officially documented by the Department of Administrative Services, in accordance with its established policies, as having been received at the location designated above. The Department of Administrative Services accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Vendor's responsibility.

All Proposals submitted in response to this RFP must consist of one (1) original and (6) six clearly identified copies of the Proposal, including all required attachments, and be accompanied by the transmittal form described in Section 4.20.2: *Transmittal Form*, herein. The original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. One (1) copy of the Proposal Transmittal Form shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL." A Vendor's disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.

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4.2 Proposal Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be made in writing, citing the RFP title, RFP number, Page, Section, and Paragraph and submitted to the following RFP Point of Contact:

Dawn Allen, IT Manager
State of New Hampshire Banking Department
64B Old Suncook
Concord, New Hampshire 03301-5127
Telephone: (603) 271-3561
E-Mail: DAllen@banking.state.nh.us

Vendors are encouraged to submit questions via e-mail; however, the State assumes no liability for assuring accurate/complete e-mail transmission/receipt and will not acknowledge receipt.

Inquiries must be received by the State's RFP Point of Contact (see above) no later than the conclusion of the Vendor Inquiry Period. Written questions received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and will not be considered.

The State intends to issue official responses to properly submitted questions on or before the date specified in Table 3.1-1: *Schedule of Events*; however, this date may be subject to change at the State's discretion. The State may consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications or modifications concerning the RFP shall not be binding upon the State. Official responses will be made in writing.

4.3 Vendor Conference

An *optional* Vendor Conference will be held as specified in Table 3.1-1: *Schedule of Events*, at the following tentative location:

Banking Department
64B Old Suncook Road
Concord, New Hampshire 03301

Vendors are requested to RSVP via e-mail by the date identified in Table 3.1-1: *Schedule of Events*, indicating the number of individuals who will attend the Vendor Conference.

Vendors will have an opportunity to ask questions about the RFP and the State will make a reasonable attempt to answer questions it deems appropriate. Questions may include, without limitation, a request for clarification of the RFP; a request for changes to the RFP; suggestions for changes to the RFP that could improve the RFP competition or lower the offered price; and to review any applicable documentation.

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Vendors are encouraged to submit written questions at least twenty-four (24) hours prior to the Vendor Conference. No responses will be given prior to the Vendor Conference. Oral answers will not be binding on the State. The State's final response to Vendor inquiries and any requested changes to terms and conditions raised during the Vendor Inquiry Period, will be e-mailed by the date specified as the Final State responses to Vendor Inquiries as specified in Table 3.1-1: *Schedule of Events*. Vendors are responsible for any and all costs associated with attending the Vendor Conference.

4.4 Letter of Intent

NOT APPLICABLE

4.5 Alteration of RFP

The original RFP document is on file with the State of New Hampshire, Department of Administrative Services. Vendors are provided an electronic version of the Request for Proposal (RFP). Any alteration to this RFP or any file associated with this RFP is prohibited. Any such changes may result in a Proposal being rejected.

4.6 RFP Amendment

The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an amendment to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

4.7 Non-Collusion

The Vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Vendors and without effort to preclude the State from obtaining the best possible competitive Proposal.

4.8 Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Table 3.1-1: *Schedule of Events*, or until the effective date of any resulting contract, whichever is later.

4.9 Property of State

All material received in response to this RFP shall become the property of the State and will not be returned to the Vendor. Regardless of the Vendor selected, the State reserves the right to use any information presented in a Proposal.

4.10 Confidentiality of a Proposal

A Proposal must remain confidential until the effective date of any resulting contract as a result of this RFP. A Vendor's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

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4.11 Public Disclosure

Subject to applicable law or regulations, the content of each Vendor's Proposal shall become public information upon the effective date of any resulting contract.

4.12 Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the State to award a contract. The State reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

4.13 Proposal Preparation Costs

By submitting a Proposal, a Vendor agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Vendor in the preparation of or in connection with the Proposal, or for work performed prior to the effective date of a resulting contract.

4.14 Oral Presentations and Discussions

The State reserves the right to require Vendors to make oral presentations of their Proposals. Any and all costs associated with an oral presentation shall be borne entirely by the Vendor. The Vendors may be requested to provide demonstrations of their proposed systems as part of their presentations.

4.15 Required Contract Terms and Conditions

By submitting a Proposal, the Vendor agrees that the State of New Hampshire Terms and Conditions, contained in Appendix G: *General Standards and Requirements*, shall form the basis of any contract resulting from this RFP. In the event of any conflict between the State's Terms and Conditions and any portion of the Vendor's Proposal, the State's Terms and Conditions shall take precedence and supersede any and all such conflicting terms and conditions contained in the Vendor's Proposal.

4.16 Award

As a result of this RFP, the State plans to execute a Firm Fixed Price contract to purchase a Commercial Off-The-Shelf Licensing, Registration, Examination and Enforcement software system and services, configured to NHBD specifications as set forth in the System Requirements Section, Tables, Exhibits and Appendices of this RFP, administered by the New Hampshire Banking Department.

4.17 Proposal Submission Requirements

Vendors are permitted to submit multiple Proposals in response to this RFP, where different subcontractors or partners are proposed in separate Proposals.

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4.18 Proposal Format

Proposals must follow the following format:

- A Proposal must be provided in a three-ring binder.
- A Proposal must be printed on white paper with dimensions of 8.5 by 11 inches with right and left margins of one (1) inch.
- A Proposal must use Times New Roman font with a size of eleven (11).
- Each page of a Proposal must include a page number of total pages and identification of the Vendor in the page footer.
- Each Section of the Proposal must be separated by tabs.
- Exceptions for paper and font sizes are permissible for:
- Graphical exhibits, which may be printed on white paper with dimensions of 11 by 17 inches; and material in appendices.

4.19 Proposal Organization

Proposals must adhere to the following outline and must not include items not identified in the outline.

- Cover Page
- Transmittal Form
- Table of Contents
- Section I: Executive Summary
- Section II: Glossary of Terms and Abbreviations
- Section III: Responses to System Requirements
- Section IV: Narrative Responses
- Section V: Corporate Qualifications
- Section VI: Qualifications of Key Staff
- Section VII: Cost Proposal

4.20 Proposal Content

Proposals must contain the following:

4.20.1 Cover Page

The first page of the Vendor's Proposal must be a cover page containing the following text:

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The cover page must also include the Vendor's name, contact person, contact telephone number, address, city, state, zip code, fax number, and e-mail address.

4.20.2 Transmittal Form

All Proposals submitted in response to this RFP must be accompanied by a transmittal form (Appendix H) that details:

- a) Vendor's legal name and any other name under which the Vendor does business; mailing address; street address; name and title of individual who will sign the contract; name and title of the company contact person (if different); and for each key person: direct telephone number, fax number, and e-mail address;
- b) A statement that the individual who signs the transmittal letter is authorized to commit the company;
- c) A statement that the Proposal is effective for a period of one hundred eighty (180) days or the date the contract takes effect, whichever is later;
- d) A guarantee that prices quoted in the Proposal were established without collusion with other Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price;
- e) Acknowledgement that the Vendor has read this RFP and subsequent amendments (addendums), if any, of which subsequent addendums must be identified; and
- f) A statement confirming that the Vendor has reviewed and agreed to be bound by the State's Terms and Conditions in Section 6 herein and Appendix G-4, which shall form the basis of any contract resulting from this RFP.

4.20.3 Table of Contents

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal. The table of contents must conform to the outline provided in Section 4.19: *Proposal Organization*, but should provide greater detail, e.g., numbering, level of detail.

4.20.4 Section I: Executive Summary

The Executive Summary, which must not exceed five (5) pages, must identify how the Vendor satisfies the minimum standards for consideration, which are described in Section B-1: *Compliance with System Requirements* of Appendix B: *Minimum Standards for Proposal Consideration*, to this Request for Proposals. The executive summary will also provide an overview of the Vendor's proposed solution and services. Vendors are encouraged to highlight those factors that they believe distinguish their Proposal.

4.20.5 Section II: Glossary of Terms and Abbreviations

The Vendor must provide a glossary of all terms, acronyms and abbreviations used in its Proposal.

4.20.6 Sections III: Responses to System Requirements

System requirements are provided in Appendix C: *System Requirements* to this RFP. Requirements describe specific features that the State is seeking in this RFP document.

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4.20.7 Sections IV: Topics for Narrative Responses

Narrative descriptions of software, technical, service and project management topics contained in the Proposal must be in the form of responses to topics identified in Appendix D: *Topics from Narrative Responses*.

4.20.8 Section V: Corporate Qualifications

Section V should provide corporate qualifications of all firms proposed to participate in the project. Specific information to be provided is described in Section E-1: *Required Information on Corporate Qualifications* of Appendix E: *Standards for Describing Vendor Qualifications*.

4.20.9 Section VI: Qualifications of Key Staff

To evaluate qualifications of key staff, the State will consider three factors:

- a) Proposed team organization, and designation and identification of key staff;
- b) Qualification of candidates for Project Manager; and
- c) Qualifications of candidates for key Vendor staff roles.

Section VI must be used to provide required information on these topics. Specific information to be provided is described in Sections: E-2: *Team Organization and Designation of Key Vendor Staff*; E-3: *Candidates for Project Manager*; and E-4: *Candidates for Key Vendor Staff Roles*, of Appendix E: *Standards for Describing Vendor Qualifications*.

4.20.10 Section VII: Cost Proposal

The Cost Proposal must include the following:

- a) **An Implementation Stage -Activities/Deliverables/Milestones Worksheet** prepared using the format provided in Table F-1-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- b) **An Implementation Stage - Proposed Vendor Position Rates Pricing Worksheet** prepared using the format provided in Table F-2-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- c) **An Implementation Stage - Proposed Vendor Staff and Resource Hours Worksheet** prepared using the format provided in Table F-3-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- d) **A Future Vendor Rates Pricing Worksheet** prepared using the format provided in Table F-4-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;

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- e) **A Software Licensing, Maintenance, and Support Stage - Pricing Worksheet** prepared using the format provided in Table F-5-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided; and
- f) **Cost information** about establishing a site to assure business continuity in event that the Data Center is incapacitated.

4.20.11 Sources of Additional Information

Other documents that are required include:

- a) Certificate of Good Standing/Authority should also be submitted. Said certificate must be dated after April of the current year and is available from the Office of the Secretary of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: www.state.nh.us/sos/corporate/index.htm.
- b) Proof of Insurance

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5.0 PROPOSAL EVALUATION PROCESS

The State will use a scoring scale of 1000 points, which shall be applied to the solution as a whole. Points will be distributed among four (4) factors:

- 300 points - Proposed Licensing, Registration, Examination and Enforcement Software Solution
- 250 points – Vendor’s technical, service, and project management proposal;
- 100 points - Vendor Qualifications (including any subcontractors); and
- 350 points - Solution Cost

1,000 points – Total Possible Score.

5.1 Rights of the State in Evaluating Proposals

The State reserves the right to:

- Consider any source of information in evaluating Proposals;
- Omit any planned evaluation step if, in the State’s view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time; and
- Open Contract discussions with the second highest scoring Vendor if the State is unable to reach an agreement on Contract Terms with the highest scoring Vendor.

If a contract is awarded, the Vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award. Such permission, at a minimum, will be dependent upon approval of the contract by Governor and Council of the State of New Hampshire.

5.2 Planned Evaluation Steps (as appropriate)

The State plans to use the following multi-tiered process:

- initial screening;
- preliminary evaluation of the Proposals and reference checks;
- oral interviews and software demonstrations; and
- final evaluation of Proposals.

5.2.1 Initial Screening

The State will conduct an initial screening step to verify Vendor compliance with submission requirements and to confirm that the Proposal satisfies the following:

- a) Submission requirements are addressed in Section 4.0: *Instructions*;
- b) Minimum standards are defined in Appendix B: *Minimum Standards for Proposal Consideration*; and
- c) Agreement to the State’s Terms and Conditions (Appendix G-4) without exception.

A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

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5.2.2 *Preliminary Evaluation of Proposals and Reference Checks*

The State will establish an evaluation team to evaluate Proposals.

5.2.3 *Oral Interviews and Product Demonstrations*

Preliminary scores from the evaluation of the Proposals will be used to select Vendors to invite to oral interviews and product demonstrations.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Vendors are prohibited from altering the basic substance of their Proposals during oral interviews and product demonstrations.

For each invited Vendor, the oral interview and product demonstration will not be more than two (2) hours in length. A highly structured agenda will be used for oral interviews and product demonstrations to ensure standard coverage of each invited Vendor. Information gained from oral interviews and product demonstrations will be used to refine scores assigned from the initial review of the Proposals.

5.2.4 *Final Evaluation*

The State will conduct final evaluations as a culmination of the entire process of reviewing Vendor Proposals and information gathering.

5.3 Proposal Evaluation

The State will select a Vendor based upon the criteria and standards contained in this RFP and from applying the following weightings. Oral interviews, product demonstrations, and reference checks will be used to refine and finalize preliminary scores.

5.3.1 *Scoring of the Proposed Solution*

300 points are allocated for scoring of the proposed solution. These points will be distributed among three sub-factors: Overall Fit, Software Narratives, and Usability.

- a) Overall Fit:** Overall fit will be assessed from responses to specific system requirements identified in Appendix C: *System Requirements* of this RFP.

An 80% compliance with the Licensing, Registration, Examination and Enforcement software system requirements, and configuration of the software to NHBD specifications, is a minimum standard for consideration of a Proposal. A Vendor who consequently fails to satisfy the minimum qualifications will be disqualified from the RFP process. Areas of non-compliance (up to 20%) must be detailed in Appendix D.

- b) Narratives on Software Topics:** Software topics that must be addressed in Proposals are identified in Section D-1 of Appendix D: *Topics for Narrative Responses* of this RFP.

- c) Usability:** Usability refers to “look and feel” of the software. Specific aspects include:

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- Appearance (readability) of screens;
- Match of navigation among fields and screens with business operations;
- Number of screens required to complete routine transactions;
- Availability and efficiency of data entry shortcuts;
- Convenience of moving between summary and detailed information and
- Convenience of accessing predecessor transactions.

5.3.2 Scoring of Vendor Technical, Service, and Project Management Proposal
250 points are allocated for scoring of Vendor proposed Services.

- a) **Technical Topics:** Technical topics to be addressed in Proposals are identified in Section D-2: *Technical Topics* of Appendix D: *Topics for Narrative Responses*.
- b) **Service Topics:** Service topics to be addressed in Proposals are identified in Section D-3: *Service Topics* of Appendix D: *Topics for Narrative Responses*.
- c) **Project Management Topics:** Project Management topics to be addressed in Proposals are identified in Section D-4: *Project Management Topics* of Appendix D: *Topics for Narrative Responses*.

5.3.3 Scoring of Vendor Qualifications

100 points are allocated for scoring Vendor qualifications (including any subcontractors). These points are distributed among four sub-factors: Corporate Qualifications; Organization and Size of the Vendor's Proposed Project Team; Qualifications of the Proposed Project Manager; and Qualifications of Proposed Key Staff.

- a) **Corporate Qualifications:** Topics that will be considered in evaluating corporate qualifications include but are not limited to financial strength, availability of backup staff, corporate experience, and project references.
- b) **Organization and Size of the Vendor's Proposed Project Team:** Topics that will be considered in evaluating organization and size of the Vendor's proposed project team include, but are not limited to, coverage of significant areas, appropriate roles, designation and identification of key staff and timing of assignments.
- c) **Qualifications of Proposed Project Manager:** Vendors are permitted but not required to identify two (2) candidates for the role of Project Manager. If a Vendor identifies multiple candidates, each candidate will be evaluated, and the score assigned will be the lowest score assigned to any proposed candidate. Topics to be considered in evaluating qualifications of the proposed Project Manager include but are not limited to education, experience and references.
- d) **Qualifications of Proposed Key Vendor Staff:** Topics to be considered in evaluating qualifications of proposed key staff include but are not limited to education, experience and references.

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5.3.4 Scoring Solution Cost

350 points are allocated for scoring of the Vendor's Solution Proposal. The State will consider both implementation and subsequent ten (10) year license and maintenance costs, provided in Tables F-1-1: *Activities/Deliverables/Milestones Pricing Worksheet* and F-5-1: *Software Licensing, Maintenance, and Support Pricing Worksheet*. Cost information required in a Proposal is intended to provide a sound basis for comparing costs.

- a) Differences in State Costs:** The State will consider significant differences in costs to the State, exclusive of payments to the Vendor. The State will consider the cost to maintain its legacy systems. Therefore, if a Vendor's Proposal requires the State to maintain these legacy systems for an additional period of time, the State will consider these legacy systems maintenance costs in the scoring of costs.

350 points are allocated for scoring of costs. The following formula will be used to assign points for costs:

$$\text{Vendor's Cost Score} = (\text{Lowest Proposed Cost} / \text{Vendor's Proposed Cost}) \times 350$$

For the purpose of this formula, the lowest proposed cost is defined as the lowest cost proposed by a Vendor who fulfills the minimum qualifications.

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6.0 GENERAL CONTRACT REQUIREMENTS

6.1 State of New Hampshire Terms and Conditions and Contract Requirements

The contract requirements set forth in Section 6: *General Contract Requirements*, herein and the *State of New Hampshire Terms and Conditions* contained in Appendix G-4 shall constitute the basis for any contract resulting from this RFP for the implementation of the project.

6.1.1 Contract Term Date(s) (SEE ALSO Section 1-Contract terms)

The Vendor shall be fully prepared to commence work under the contract by December, 2004. Initial work will include information gathering, data conversion, business procedures and the like. No on-site user interaction will begin until March, 2005. The system will be fully implemented by June, 2005.

At the successful completion of the implementation of the project, the State in its sole discretion may exercise up to five (5) extensions of up to two (2) years each for additional implementation services such as implementing additional functions, creating additional application interfaces or customization work.

In preparation for the 2006 license year, the Vendor shall update and reconfigure the database for changes required by 2005 legislation to consolidate five (5) mortgage license types into two (2) mortgage license types. Existing licenses will need to be consolidated to allow for renewal of these two new mortgage license types beginning with license year 2006. Historical license information will need to be kept for each newly consolidated license type.

6.2 Vendor Responsibility

The Vendor shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether or not it uses any subcontractor. The Vendor may subcontract services subject to the RFP, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and Appendix G-4: *State of New Hampshire Terms and Conditions*. The Vendor must submit with its Proposal all information and documentation relating to the subcontractor necessary to fully respond to the RFP, which must include terms and conditions consistent with this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

6.3 Project Budget/Limitation on Price

The State has funds budgeted for this project, subject to Section 2: *Conditional Nature of Contract* of the *State of New Hampshire Terms and Conditions* contained in Appendix G -4.

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6.4 State Contracts

The State of New Hampshire intends to use, wherever possible, existing statewide software and hardware contracts to acquire supporting software and hardware.

6.5 Non-Exclusive Contract

Any resulting contract from this RFP will be a non-exclusive contract. The State reserves the right, at its discretion, to retain other Vendors to provide any of the services or products identified under this procurement for other licensing, registration, examination, and enforcement projects.

6.6 HIPAA

NOT APPLICABLE

6.7 Vendor Staff

In their Proposal the Vendor shall assign and identify in their Proposal a Project Manager and key Vendor Staff, as required in Section 5.3.3: *Scoring of Vendor Qualifications*.

6.7.1 Project Manager

The Vendor's selection of a Project Manager will be subject to the prior approval of the State. The State's approval process may include, at the State's discretion, review of the proposed Project Manager's resume and qualifications, reference and background checks, and an interview. The Project Manager must have full authority to make binding decisions under the Contract, and shall function as the Vendor's representative for all administrative and management matters. The Project Manager must be available to promptly respond within two (2) hours to inquiries from the State, and at the site as needed. The Vendor must use his or her best efforts on the Project. The Vendor's Project Manager must be qualified to perform the obligations required of the position under the Contract.

6.7.2 Project Staff

The Vendor shall not change key Vendor Staff and Project Manager commitments (collectively referred to as "Project Staff") unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes to the Vendor's Project Staff shall require the prior written approval of the State. Replacement Project Staff shall have comparable or greater skills with regard to performance of the project as the staff being replaced.

The State reserves the right to require removal or reassignment of the Vendor's Project Staff found unacceptable to the State.

The State may conduct reference and background checks on the Vendor's Project Staff. The State reserves the right to reject the Vendor's Project Staff as a result of such reference checks.

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Notwithstanding anything to the contrary, the State shall have the option to terminate the contract, at its discretion, if it is dissatisfied with the Vendor's replacement Project Staff.

6.8 Work Plan

Vendor shall submit a Work Plan in its Proposal. The Work Plan shall include, without limitation, a detailed description of the schedule, tasks, deliverables, critical events, task dependencies, and payment schedule.

The Vendor shall update the Work Plan as necessary, but no less than every week. Any updates to the Work Plan shall require the prior approval of the State. Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve the Vendor from liability to the State for any damages resulting from the Vendor's failure to perform its obligations under the contract.

In the event additional time is required by the Vendor to correct deficiencies, the schedule shall not change unless previously agreed in writing by the State. In the event of a delay in the schedule, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected schedule impact on the project. The schedule shall automatically extend insofar as the State's review of a deliverable is longer than what is set forth in the Work Plan schedule.

6.9 Deliverables

The Vendor shall provide the State with the deliverables in accordance with the schedule. All deliverables shall be subject to the State's acceptance as set forth in Section 6.11: *Testing and Acceptance* herein. The State will use reasonable efforts to provide approvals, authorizations, and decisions necessary to allow the Vendor to perform obligations under any resulting Contracts.

Upon its submission of a deliverable, the Vendor represents that it has performed its obligations under the contract associated with the deliverable. By unconditionally accepting a deliverable, the State reserves the right to reject any and all deliverables in the event the State detects any deficiency in the system, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof. For each denial of Acceptance, the Acceptance Period may be extended, at the option of the State, by the corresponding time required to correct the deficiency, retest or review, as applicable.

6.9.1 Written Deliverables Review

The State will review the Written Deliverables for an acceptance period of five (5) business days after receiving written certification from the Vendor that the Written Deliverable is final, complete, and ready for review.

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The State will notify the Vendor in writing of its Acceptance or Non-Acceptance of a Deliverable by the end of the five (5) business day review period. If any deficiencies exist, the State will notify the Vendor in writing of the deficiency and the Vendor must correct the deficiency within five (5) business days of receiving notice from the State at no charge to the State. Upon receipt of the corrected Deliverable, the State will have five (5) business days to review the corrected Written Deliverable and notify the Vendor of its acceptance or rejection thereof.

6.9.2 *Software Deliverables Review*
Described in Section 6.10: *Testing and Acceptance*.

6.9.3 *Non-Software Deliverables Review*
The State will review Non-Software Deliverables upon receipt to determine whether any deficiency exists and notify the Vendor in writing of its Acceptance or Non-Acceptance of the Non-Software Deliverable.

The Vendor must correct the deficiencies within five (5) business days, or within the period identified in the Work Plan, as applicable. Following correction of the deficiency, the State will notify the Vendor of its acceptance or rejection of the deliverable.

6.10 Licensing

The Vendor shall submit copies of its proposed software license agreement which shall not contain any terms or provisions that conflict with the State's software license and warranty requirements or terms and conditions set forth in Section 6.0 and Appendix G respectively. The Vendor's standard software license form will not be acceptable.

During project implementation activities, the Vendor will provide the State with the necessary user rights to fulfill the implementation stages of the project. The Vendor will acquire and hold the software license through the successful completion and/or termination of the project implementation.

At the successful completion of the implementation, the Licensing, Registration, Examination and Enforcement software license and full user rights will be assigned to the State from the Vendor at the State's discretion.

6.10.1 *License Grant*

The Vendor shall grant the State user rights to the software and its associated documentation until such time as the project implementation is complete and accepted by the State and the software license is assigned to the State.

The license shall grant the State perpetual, nonexclusive, nontransferable, and irrevocable use of the software and its associated documentation.

6.10.2 *Software and Documentation Copies*

The Vendor shall provide the State with a sufficient number of hard copy versions of the software's associated documentation and two (2) electronic versions in Microsoft

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WORD and PDF format. The State shall have the right to copy the software and its associated documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

6.10.3 Restrictions

Except as otherwise permitted under Contract, the State agrees not to reverse assemble, reverse compile or otherwise derive a source code version of the software.

6.10.4 Title

The Vendor must hold the right to allow the State to use the Licensing, Registration, Examination and Enforcement software or hold all title, right and interest in the software and its associated documentation.

6.10.5 Third Party

The Vendor shall identify all third party contracts to be provided under the contract with the Vendor's proposal. The terms in any such contracts must be consistent with this RFP and any resulting contract, including but not limited to, the State's General Terms and Conditions, Appendix G-4.

6.11 Training, Testing and Acceptance

The State requires that an integrated and coherent approach to complete system training, testing, deficiency correction, acceptance, and warranty services be provided to ensure a successful project. The State requires the Vendor to bear all responsibilities for the full suite of training and testing.

Training will include, but not be limited to, "Train the Trainer", power user training and general user training. General users will be included in acceptance testing; therefore, as stipulated in Sections 1.3 and 6.1.2, user training and acceptance testing cannot commence before March, 2005.

All testing and acceptance addressed herein shall apply to testing the System as a whole and its discrete parts (e.g., software modules or functions) and its configuration to NHBD specifications. This shall include planning, test scenario development, data and system preparation for testing, and execution of unit, module or function, and system integration testing, and support of the State during user acceptance testing. The Vendor will correct all deficiencies and support all required re-testing as described below.

6.11.1 Testing

6.11.1.1 Time Period for Testing

Testing begins upon completion of the software configuration and the user training according to the schedule in the Project Work Plan. Testing ends upon issuance of a letter of UAT acceptance by the State.

6.11.1.2 Time Allocated to Testing Activities

As identified in the Test Plan and documented in the Work Plan, State testing will commence upon the Vendor's Project Manager's certification, in

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writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff.

The State is concerned about the amount of time that will be allocated to testing. It is crucial that client training and testing activities not be abbreviated in order to meet project implementation schedules; it cannot be assumed that when testing commences the client can allocate 100% of their resources to this effort. Therefore, the State requires that the testing activities be represented in both terms of effort and duration. A minimum, or "no less than", effort estimate will be utilized and will be based upon a fixed ratio of client training and testing relative to project requirements definition, and completion of the software configuration.

We propose a minimum 4:1 ratio – i.e., if the effort required for the Vendor to complete the requirements definitions, software configuration, and test a particular module or functionality is 1,000 hours over eight months, then at least 250 hours over two months must be allocated to the State staff for training and State required test execution. The Vendor must disclose in their Proposal the scheduling assumptions they have used in regards to the client resource efforts required during testing.

Vendors are invited to discuss this issue in their Proposals and to offer an alternative approach. However, if they propose a significantly larger ratio of development time and effort to training and testing time, they must explain the rationale for their alternative. Prior to contract execution, a fixed ratio will be discussed and agreed to. No deviations from the fixed ratio will be permitted during the course of the project except by express written approval of the State.

6.11.1.3 Vendor Responsibilities

6.11.1.3.1 Test Planning and Preparation

The Vendor will bear all responsibilities for the full suite of test planning and preparation throughout the project.

These responsibilities include the identification, preparation, and documentation of all test plans, test variants, test scenarios, test cases, test scripts, test data, test phases, unit tests, and expected results. In addition, the Vendor will provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Vendor will also provide training as necessary to the State staff responsible for test activities.

The Vendor's Project Manager must certify in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start

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of any testing executed by State staff. In summary, the State will be presented with a test plan, all test variants, test scenarios, test cases, test scripts, test data, and expected results, as well as written certification of the Vendor's having completed the prerequisite tests, meeting the defined acceptance criteria prior to the State staff involvement in any testing activities.

In its Proposal, the Vendor is to include its proposed test plan methodology. After contract award, the Vendor will be required to customize its proposed Test Plan methodology to reflect the needs of the project and include the details of its Test Plan methodology in the detailed project Work Plan (the first project deliverable). A separate Test Plan and set of test materials will be prepared for each function or module.

6.11.1.3.2 Regression Testing

As described above, the Vendor will be responsible for developing the Test Plans and all test materials, and for executing all tests and certifying their completion prior to user testing. As a result of the user testing activities, problems will be identified that require correction. The Vendor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results.

During this problem correction process, the State requires that appropriate regression testing occur. By regression testing, the State means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) system components still meet their specified requirements.

When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by the Vendor based on the understanding of the program and the change being made to the program. The Test Plan has two (2) objectives: first, to validate that the change/update has been properly incorporated into the program; and second, to validate that there has been no unintended change to the other portions of the program. Therefore, the Vendor will be expected to:

1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
3. Manage the entire cyclic process.

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The Vendor will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified application to the users for retesting. In designing and conducting such regression testing, the Vendor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, the Vendor will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account schedule and economic considerations.

In their Proposals Vendors must acknowledge their responsibilities for regression testing as described in this section.

6.11.1.4 State Testing Responsibilities

6.11.1.4.1 Test Plan

The Test Plan will guide all testing. The testing will be conducted by the State, or its designee, in a test environment independent from the Vendor's development environment. The Vendor must assist the State with testing as requested by the State, at no additional cost. Within five (5) business days of receiving certification from the Vendor that the system is installed, complete and ready for State testing, and the State's personnel having been trained, the State will commence System acceptance tests. The Vendor must assist the State with such tests as reasonably requested by the State at no additional cost to the State.

6.11.1.4.2 State System Testing and Integration Testing

The System and Integration testing includes all the discrete parts and the System as a whole. The State will conduct System and Integration testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the system, module or function, or element under review. The State will conduct Integration testing, utilizing test data developed, as identified in the Test Plan, to validate modifications, fixes, or other systems interacting with the Vendor provided solution.

6.11.1.4.3 State User Acceptance Testing

The State will conduct User Acceptance Testing (UAT), utilizing test and live data, as identified in the Test Plan, to test that the configuration meets NHBD specifications, validate reports, conduct stress and performance testing, and any other final actions expected of the Vendor provided solution System, module or function, and element. Upon successful conclusion of implementation, a Letter of Acceptance will be issued by the State as described in Section 6.12.3: *Warranty Period*.

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6.11.1.5 Failure of Test; Retesting

For each failure of Acceptance Tests the State will notify the Vendor, in writing, in what respects the testing failed.

The Vendor shall notify the State no later than five (5) business days from the Vendor's receipt of written notice of the test failure, when the Vendor expects the corrections to be completed and ready for retesting by the State. The Vendor will have up to fifteen (15) business days to make corrections to the problem unless specifically extended in writing by the State.

For each minor failure of an acceptance test, (e.g., a temporary work around or cosmetic change is required), the acceptance period shall be extended by the corresponding time.

If there is a significant failure of the Software System, (e.g., the System becomes unusable in whole or in part), then the test period for that function or module may start over, at the sole discretion of the State.

6.11.1.6 Failure of Test; Retesting

If the Vendor is not able to make the corrections within the time allotted by the State, or the entire integrated System fails the acceptance test, the State may, at its option:

- a. Terminate the contract, in whole or in part, by providing written notice to the Vendor, without penalty or obligation to the State and deem the Vendor in default;
- b. Return the Vendor's product provided under the Contract and receive a refund of all amounts paid, including but not limited to, applicable license fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund; and
- c. Pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of all acceptance testing under the Contract.

6.12 Warranty

6.12.1 Warranties

6.12.1.1 System

The Vendor shall warrant that the System, including but not limited to the System, its configuration to NHBD specifications, and the individual modules or functions, and elements, will operate in accordance with specifications, terms, and requirements of the Contract, including but not limited to all system elements, i.e., the software, configuration, hardware, and any interfaces.

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6.12.1.2 Software

The Vendor shall warrant that the software, including but not limited to the individual modules or functions, and elements, furnished under the Contract is properly functioning, compliant with the requirements of the Contract, and will operate in accordance with the specifications.

6.12.1.3 Non-Infringement

The Vendor shall warrant that it has good title to, or the right to allow the State to use, all services, equipment, and software provided under this contract, and that such services, equipment, and software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

6.12.1.4 Viruses; Destructive Programming

The Vendor shall warrant that the Software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the specifications.

6.12.1.5 Compatibility

The Vendor shall warrant that all System components, including but not limited to the individual modules or functions, and elements, including any replacement or upgraded System software components provided by the Vendor to correct deficiencies or as an enhancement, shall operate with the rest of the System software without loss of any functionality.

6.12.1.6 Services

The Vendor shall warrant that all services to be provided under the Contract will be provided in a professional manner in accordance with industry standards; that services will comply with performance standards.

6.13 Warranty Services

The Vendor shall agree to maintain, repair, and correct deficiencies in the System, including but not limited to the individual modules or functions, configuration and elements, during the Warranty Period, at no additional cost to the State, in accordance with the specifications and terms and requirements of the Contract, including without limitation, correcting all errors, and design defects and deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient software and documentation.

Warranty services shall include, without limitation, the following:

- a. Maintain the System in accordance with the specifications, terms, and configuration requirements of the Contract;
- b. Repair or replace the System or any portion thereof so that the System operates in accordance with the specifications, terms, and requirements of the Contract;
- c. The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an e-mail / telephone response within one (1) hour of request, with assistance response dependent upon issue severity;

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- d. On-site additional services within four (4) business hours of a request;
- e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- f. For all warranty services calls, the Vendor shall ensure the following information will be collected and maintained:
 - nature of the deficiency;
 - current status of the deficiency;
 - action plans, dates, and times;
 - expected and actual completion time;
 - deficiency resolution information;
- g. The Vendor must work with the State to identify and troubleshoot potentially large-scale software failures or deficiencies by collecting the following information:
 - Mean time between reported deficiencies with the software;
 - Diagnosis of the root cause of the problem; and
 - Identification of repeat calls or repeat software problems; and
- h. All deficiencies found during the warranty period and all deficiencies found with the warranty releases shall be corrected by the Vendor no later than fifteen (15) business days, unless specifically extended in writing by the State, and at no additional cost to the State. (see Section 6.11.1.6: *Failure of Test; Retesting*)

In the event the Vendor fails to correct the deficiency within the allotted period of time (see above), the State shall have the right, at its option:

- a. Declare the Vendor in default, terminate the contract, in whole or in part, without penalty or liability to the State;
- b. Return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund; and
- c. To pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full warranty period. (see section 6.14: *Warranty Period*, below).

6.14 Warranty Period

The warranty period will initially commence upon the State issuance of a Letter of Acceptance and will be for a period of one year. If within the last thirty (30) calendar days of the warranty period, the System fails to operate as specified, the warranty period will cease, the Vendor will correct the deficiency, and a thirty (30) calendar day warranty period will begin. Any further deficiencies with the System must be corrected and run fault free for thirty (30) calendar days.

6.15 Administrative Specifications

6.15.1 Reasonable Travel Expense

The Vendor must assume all travel and related expenses. All labor rates will be "fully loaded", including, but not limited to:

- Meals;

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- Hotel;
- Airfare;
- Car rentals;
- Car mileage; and
- Out-of-pocket expenses.

6.15.2 *Shipping and Delivery Fee Exemption*

The State will not pay for any shipping or delivery fees unless specifically itemized in the contract.

6.15.3 *Project Workspace and Office Equipment*

The State will provide the following workspace and office equipment for the project:

- Workstations for the Vendor and for State staff that will be assigned full time to the project;
- Furnishings and telephones for workstations;
- Meeting facilities sufficient to satisfy project needs (the Vendor and State will agree to these needs during the finalization of the Project Work Plan);
- Personal computers for State staff assigned to the project;
- A server to support sharing of information; and
- Shared office equipment, including printers and photocopiers.

The Vendor shall not include costs for personal computers for its staff.

6.15.4 *Access*

As applicable, and subject to the applicable laws and regulations, the State will provide the Vendor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted IT Services.

6.15.5 *State-Owned Documents and Copyright Privileges*

The Vendor shall provide the State access to all State-owned documents, materials, reports and other work in progress relating to this RFP. Upon expiration or termination of the contract with the State, the Vendor shall turn over all State-owned documents, material, reports, and work in progress relating to this RFP to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

6.15.6 *Intellectual Property*

NOT APPLICABLE

6.15.7 *Pricing*

6.15.7.1 Activities/Deliverables/Milestones Dates and Pricing

The Vendor must include, within the fixed price for IT service activities, tasks, and preparation of required Deliverables, pricing for the Deliverables

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required based on the proposed approach, and methodology and tools. A fixed price must be provided for each Deliverable. A worksheet is provided in Appendix F-1, Table F-1-1: Activities/Deliverables/Milestones Pricing Worksheet.

6.15.7.2 Invoicing

The Vendor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted must meet with the approval of the State and said approval shall not be unreasonably withheld. The Vendor shall only submit invoices for services or deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each deliverable and identification of the deliverable for which payment is sought, and the acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

6.15.7.3 Overpayments to Vendor

The Vendor shall promptly, but no later than fifteen (15) business days, pay the State the full amount of any overpayment or erroneous payment upon notice.

6.15.7.4 Credits

The State may apply credits due to the State against the Vendor's invoices with appropriate information attached.

6.15.7.5 Records Retention and Access Requirements

The Vendor shall agree to the conditions of all applicable State laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all records relating to the Contract.

The Vendor shall also agree to the following:

The Vendor and any of its subcontractors shall maintain books, records, documents and other evidence of accounting procedures and practices which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of the Contract. The Vendor and its subcontractors shall retain all such records for three (3) years after the expiration or termination of the Contract. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of litigation, including all appeals if the litigation does not terminate within six (6) years from the date of expiration or termination of the Contract.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule,

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regulation or contract, as applicable. During the term of this Contract, access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records will be at no cost to the State during the six (6) year period after the Contract term or six (6) year term following litigation. The Vendor shall include the records retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Vendor's cost structure and profit factors shall be excluded from the State's review unless the cost or any other material issued under the Contract is calculated or derived from these factors.

6.15.7.6 Accounting Requirements

The Vendor shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and the Vendor shall maintain records pertaining to the services and all other costs and expenditures made under this Contract.

6.15.8 Contract Security/Performance Bond

NOT APPLICABLE

6.15.9 Project Holdback

The State will withhold ten percent (10%) of the agreed deliverables pricing tendered by the Vendor in this FIRM FIXED PRICE (FFP) engagement until successful completion of the warranty period as defined in Section 6.14: *Warranty Period*.

6.15.10 Escrow of Code

The Vendor will enter into a source and configuration code escrow agreement, with a State approved escrow agent. The proposed escrow agreement shall be submitted with the Vendor's Proposal for review by the State. The escrow agreement requires the Vendor to put the Vendor software source and configuration code in escrow. The source code shall be released to the State if one of the following events has occurred: the Vendor has made an assignment for the benefit of creditors; the Vendor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind; a receiver or similar officer has been appointed to take charge of all or part of the Vendor's assets; or the Vendor or its subcontractor terminates its Maintenance and Operations Support Services for the State for the Software or has ceased supporting and maintaining the Software for the State, whether due to its ceasing to conduct business generally or otherwise. A sample escrow agreement is provided in Appendix G-6.

6.16 Software Licensing, Maintenance, Enhancements, and Support Pricing

The Vendor must provide the minimum software and services through software licensing, maintenance, enhancements, corrective reconfiguration and support:

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- All new software releases as part of the software licensing maintenance agreement
- Have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email/telephone response within one (1) hour of request, with assistance response dependent upon issue severity
- On-site or with remote diagnostic services within four (4) business hours of a request
- Repair or replacement of the software, and maintenance of the software in accordance with the specifications and terms and requirements of the Contract
- Repair or replace the System, or any portion thereof, that is deficient
- Maintain a record of the activities related to maintenance activities performed for the State
- For all maintenance services calls, the State expects the following information to be collected and maintained:
 - a) nature of the deficiency
 - b) current status of the deficiency
 - c) action plans, dates, and times
 - d) expected and actual completion time
 - e) deficiency resolution information

The Vendor must work with the State to identify and troubleshoot potentially large-scale software failures or deficiencies by collecting the following information:

- Mean time between reported deficiencies with the software
- Diagnosis of root cause of problem
- Identification of repeat calls or repeat software problems

For software licensing, maintenance, and support costs, complete a worksheet provided in Appendix F-5, Table F-5-1: Software Licensing, Maintenance, and Support Pricing Worksheet. All costs must be included in the table.

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APPENDIX A: BACKGROUND INFORMATION

A-1 State of New Hampshire Banking Department (NHBD)

The State of New Hampshire Banking Department (NHBD) regulates the financial institutions industry by supervising the activities of banks, credit unions, non-depository concerns (the latter offering consumer finance loans, mortgages, etc.) and registering non-bank cash dispensing machines. As a regulator, the Department is unique for the following reasons:

- No other State agency in New Hampshire regulates these industries.
- No private-sector entity regulates these industries.

There are similar regulatory agencies in each of other 49 states, and the District of Columbia (each are members of state-regulator national trade groups), including (among others) the Conference of State Bank Supervisors (CSBS), National Association of Consumer Credit Administrators (NACCA), the American Association of Residential Mortgage Regulators (AARMR) and the National Association of State Credit Union Supervisors (NASCUS).

No federal banking regulatory agency regulates the full spectrum of persons and firms that NHBD regulates, or enforces the Federal regulations and mandates placed on these agencies. The Department works closely with federal bodies, including (among others) the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board (FRB), and the National Credit Union Administration (NCUA) to insure adherence and enforcement of federal banking laws, including jointly administered examinations.

The Mission of the Banking Department is to advance the public interest with the highest level of integrity and innovation by ensuring a sound, competitive, and accessible banking and financial services environment. To accomplish this goal the Department must ensure the safety and soundness of regulated financial institutions in the State of New Hampshire; serve the public and the banking/financial services industries through education and proactive regulation, provide consumer protection, and foster an environment for economic development.

NHBD has the responsibility of chartering, licensing, monitoring, and conducting examinations of the banks, credit unions, loan associations, and consumer/financial institutions within the State. The Department has divided this responsibility among the following Divisions. The Banking Division is responsible for regulating State Chartered Banks, Trust Companies, Guaranty Savings Banks, Merchant and Cooperative Banks, Credit Unions, and Loan Associations. The Consumer Credit Division regulates First Mortgage Banker and Brokers, Second Mortgage Brokers, Second Mortgage Home Loan Lenders and Brokers, Small Loan Lenders, Motor Vehicle Sales Finance Companies, Motor Vehicle Retail Sellers, Debt Adjusters, and Mortgage Servicers. The Department is also responsible for registration of Non-Bank Cash Dispensing Machines.

An outfall of the Mission and Vision of the Banking Department is the following Goals and Objectives for the Licensing Project:

- Efficiency and effectiveness

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- Merging duplicative processes, shared functions and administrative procedures
- Quality, consistency, and accessibility of information available to State administrators, power users and users in general
- Automation for areas where there is currently little automation
- Incorporation of related financial institutions licensing and revenue processes into systems including support for complaints, audits, enforcement, web access and document workflow
- Modern technologies that can migrate to the technologies of tomorrow
- Smooth transition to new system through effective change management

Success factors are best summarized as follows:

- **Communications** - Communicate effectively and consistently with management, legislators, other elected officials, working groups, and stakeholders
- **Improvement** – Assess and evaluate project activities, looking for ways to leverage opportunities without sacrificing quality
- **Commitment** – Encourage and promote stakeholder engagement in the project.
- **Educate** – Deliver information that offers people an opportunity to understand issues, arguments, and decision directions
- **Embrace Change** – Understand that change is difficult and requires reinforcement that “Change is OK”

A-2 Office of Information Technology and Technology Status

The Project will be conducted in cooperation with the New Hampshire Office of Information Technology (OIT). Created in the summer of 2003, OIT oversees implementation of all information technology activities.

A-2.1 Statewide Strategic Information Technology Plan (SSITP)

The Office of Information Technology recently published a State of New Hampshire four (4) year Statewide Strategic Information Technology Plan (SSITP) 2004-07. The October 2003 SSITP 2004-07 contains the vision, goals, and strategy for the electronic delivery of government services on the Internet and details future e-government direction and implementation strategy. The SSITP 2004-07 helps government leaders anticipate and respond to significant external changes, accelerates IT learning across State agencies, and leverages investments in information technology across State agencies.

A-2.2 Technical Architecture

Components of the State’s technical architecture include :

State Network Environment: The State operates ten (10) independent, wide-area networks using frame relay technology. Some State agencies support their own networks, some out-source the support, and some use the resources of another agency.

Internet Access: All State agencies are connected to the State’s intranet, New Hampshire State Unified Network (NH SUN). This WAN provides access to e-mail,

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the Internet and the State's financial applications. Some agencies have their own Internet service providers in addition to NH SUN.

Electronic Payment Processing: Paymentech of Salem, New Hampshire, provides credit card processing services for the State. Most electronic credit card transactions are processed through the State's payment engine. Transactions are sent to the credit card processor via name/value pairs or XML format. The selected software solution must be compatible and must integrate the State standard components including NH SUN, Paymentech, and the State's e-payment and electronic content management (FileNET) systems.

A-2.3 Future Systems Environment

Future design and development efforts should conform to the emerging environment as defined by current information technology initiatives, the Statewide Strategic Information Technology Plan 2004-07, and the State's e-Government Architecture Plan. This environment is end user centric, utilizing the Internet and Web whenever possible, promoting electronic transactions, and centralized common services (security, e-payment, content search), where possible.

The process and software application should integrate with the State of New Hampshire standard application for electronic content management. This includes but is not limited to imaging, web content management, document management, records management, report management, web publishing, case management, workflow, and electronic forms.

A-2.4 IT Policy and Standards

The Vendor shall abide by all the applicable State of New Hampshire policies and standards, e.g., password standard.

A-3 Current Interfaces

Table A-3 – 1, which follows lists current interfaces. Additional interface requirements can be found in Appendix C. Data import and export will be in greater demand with the new system.

Table A-3.1: Banking Commission Interfaces

Agency	Transaction Type	Frequency
NH State Library	FTP Reports and Tables	Weekly
MARI, Inc.	Data Export to text file	Monthly

A-4 State Project Team

State staffing for the project will include a State Project Manager and a Technical Manager from the from the Banking Department, as well as two (2) Banking Department personnel, several OIT personnel and subject matter experts. Roles planned for State staff follow.

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A-4.1 Project Sponsor

The Project Sponsor, Commissioner Peter C. Hildreth, will be responsible for securing financing and resources, addressing issues brought to his attention by the State Project Manager, and assisting the State Project Manager in promoting the project throughout the State. The Project Sponsor or an appropriate designee will be available to resolve issues on a timely basis.

A-4.2 Project Management Team (PMT)

In addition to the Project Manager, the PMT will include area leads identified below. Additional State staff may participate in the PMT as need arises.

A-4.3 Project Manager

The Project Manager will be responsible to the Project Sponsor and the PMT for everything that the Project does or fails to do, and has the primary responsibility for seeing to the Project's success.

Major duties include:

- Leading the project;
- Developing project strategy and approach;
- Engaging and managing all contractors;
- Managing significant issues and risks; and
- Managing stakeholders' concerns.

A-4.4 Technical Lead

The Technical Lead, who will report to the Project Manager and devote up to half time to the project, will be responsible for:

- Establishing and maintaining network facilities;
- Establishing and maintaining required technical environments for development and production;
- Addressing printing requirements, both central and remote;
- Addressing production capacity sizing requirements;
- Assisting with agency software and hardware maintenance and upgrades;
- Performing database administration activities;
- Establishing backup/recovery and disaster recovery procedures;
- Carrying out backup/recovery and disaster recovery procedures, as necessary; and
- Monitoring performance tuning.

A-4.5 Subject Matter Experts (SMEs)

The State's subject matter experts (SMEs) have played, and will continue to play, a critical role in defining business needs and software functionality. Each expert has a special, in-depth knowledge of a business area that will enhance the PMT's understanding. As a group, they will offer direct support to the PMT and to agency personnel as necessary.

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APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

The State seeks a proven, stable COTS licensing, registration, examination and enforcement software, configured to NHBD specifications as set forth in the System Requirements Section, Tables, Exhibits and Appendices of this RFP, implemented by an experienced Vendor using a well-qualified team. Extensive information is requested in Section 4.20: Proposal Content, to enable the State to evaluate such factors. Coverage in Appendix B is limited to specific minimum requirements. A Proposal that fails to satisfy any requirement in this section may be rejected without further consideration.

B-1 Compliance with System Requirements

Detailed System Requirements are listed in Appendix C to this RFP.

This RFP is to purchase both COTS software and its configuration to NHBD needs and requirements and specifications. In general, the system needs to accommodate on-line initial applications, renewals, amendment filings, and annual and financial reporting for numerous consumer/financial licensing types. It must be configured in accordance with the NHBD System Requirements. It must make information accessible to the public via the Internet. A licensed company (firm) may hold several types of licenses and may have many individuals that need to be tracked within the system and linked to licensed or unlicensed firm(s).

Firms related by ownership or control must be identifiable and linked. A control number, such as a TIN, must be assigned to each firm. All records and transactions between that firm and the NH Banking Department must be captured by and linked within the system. The system needs to electronically store and link exam schedules and reports, department invoices and payments, correspondence, complaints, enforcement actions including hearings docket information, "no-action" inquiries and requests, fines and penalties to the licensed company.

The system must track unlicensed firms and individuals that have transactions with the NHBD.

The system must be configured to maintain historical documents about a firm, such as individuals, names, addresses, branch offices.

The proposed system must:

- a. Be supported by the Vendor on an on-going basis and must also provide on-going trouble-shooting support
- b. Accommodate the Department's statutory, regulatory, and procedural requirements.
- c. Be fully compatible with, and operational within, the Department's technical environment
- d. Accommodate all types of electronic filings and electronic payments.
- e. Be modular in design, enabling future piecemeal and wholesale modifications to accommodate changes in State and federal law and promote uniformity among states in banking regulation

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- f. Be a banking and/or financial regulatory department solution that is currently operational in at least five (5) other state banking and/or financial regulatory departments
- g. Provide support services including, but not limited to, training, software maintenance, installation, upgrades/updates, data conversion, and helpdesk support

The complete software solution must incorporate the following core services:

- a. Recognition of Business Rules
- b. Ability to schedule appointments made during the course of audits and examinations of consumer credit entities.
- c. Maintenance of the history of milestone events that transpire during the life of a licensed entity.
- d. Current state of activities and any pending events such as a due date for registration fees or other significant events should likewise be available for user review.
- e. A method to alert users of activities that require their attention, e.g. mandatory information, annual fees, or penalties due by a licensed entity has not been satisfied or is overdue.
- f. Report availability: Make current and historic information available via reports; reports shall be configurable and allow administrative users to add and disable report usage as necessary.
- g. Link data, eliminating as much redundancy as possible while making existing data available for re-use when appropriate.
- h. Generation of correspondence, including pre-formatted letters, notices, and forms using the data maintained by the product and a common word-processing application that allows users to design and implement the use of these documents.
- i. Allow electronic documents (e.g. Word files, Excel spreadsheets, etc.) to be linked with the following: filing for licensure or registration, a complaint, investigation, or enforcement action; or an examination.
- j. Allow users to check documents in and out, and retain revision control on all electronic documents.
- k. Linked documents must be viewable from the system with their associated program (i.e. Word files must launch Word for viewing).
- l. Maintain open tasks and current approval status.
- m. Document imaging component must provide viewing, navigating, printing, and exporting options that conform to industry standards.
- n. Regulate document access and distribution, including scanned document page thumbnails.
- o. Track applications submitted for review and approval.
- p. Assign a TIN to each company (firm), and link all license types (entities) issued, branch offices licensed, associated individuals, related companies, complaints, investigations, orders, no-action letters, fees, fines, and correspondence and financial transactions with the NHBD.
- q. Assign a unique ID to each non-bank cash dispensing machine operator and link all locations, machines, processors, servicing agents, and contacts.

Requirements are grouped into categories for reference:

- a. Licensing and Registration

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The Consumer Credit Database Application is used by the Department to register and license and renew entities and personnel that conduct business in the State.

- b. Examination and Enforcement Invoicing
Invoices and tracks payments for examinations performed or fines assessed for legal infractions.
- c. Examination Scheduling, Tracking and Reporting
Handles the scheduling of examinations of licensed entities according to NH Statute.
- d. Consumer Complaints
Tracks complaints received on licensed entities and follows necessary processing according to NH Statute.
- e. Tracking Capability
Several Excel spreadsheets and various word documents currently are used to track a variety of aspects from problem institutions to examination results and scores.

B-2 Use of Proposed Licensing, Registration, Examination and Enforcement Software

Components that constitute the Vendor proposed Licensing, Registration, Examination and Enforcement software must be fully configured, operational and capable to handle:

- a. An integrated software suite with licensing, registration, examination and enforcement capabilities.
- b. Currently the Banking Department licenses/ registers approximately 1,158 consumer credit entities and has issued 2,048 licenses and registrations for the current license year.
- c. Over 7,000 mortgage originators have been reported to the Department for this current year.

B-3 Vendor Implementation Service Experience

The implementation service Vendor must have completed proposed solution implementations for at least one (1) government client comparable in size and complexity to the State of New Hampshire within the last five (5) years. The specific proposed solution software version and functionality must be described.

B-4 Proposed Project Team

The proposed project team must include individuals with substantial experience in: Registration, licensing and compliance regarding consumer loan and finance companies, mortgage bankers, brokers, and servicers as well as motor vehicle retail sellers and sales finance companies and debt adjustment.

- a. Conducting examinations of banks, credit unions, loan associations, and consumer/financial institutions
- b. Internet transactional processing
- c. Communications and training

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For the purpose of evaluating compliance with this requirement, the Vendor team is permitted to include subcontractors. Also, one team member may be identified to fulfill the experience requirement in multiple areas.

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APPENDIX C: SYSTEM REQUIREMENTS

C-1 Definitions

- a. A “person” is defined as a corporation, partnership, limited liability company, sole proprietorship, or other legally formed organization that has a unique Tax Identification Number (TIN)
- b. “Firm” is a person that may be issued one or more licenses or registrations or may be non-licensed or non-registered.
- c. “Entity” or “Primary Applicant” refers to the NHBD license(s) applied for or issued to the firm.
 - 1. Debt Adjuster
 - 2. First Mortgage Banker
 - 3. First Mortgage Broker
 - 4. First Mortgage Banker and Broker
 - 5. Mortgage Banker
 - 6. Mortgage Broker
 - 7. Mortgage Servicer Registration
 - 8. Motor Vehicle Retail Seller
 - 9. Non-Bank Cash Dispensing Machine
 - 10. Sales Finance Company
 - 11. Second Mortgage Broker
 - 12. Second Mortgage Home Loan Lender
 - 13. Small Loan Lender
- d. Applicant type is either a principal office or a branch office.
- e. A “contact” is an individual who may be a contact person for a licensed or non-licensed firm or entity.
- f. The terms “license” and “registration” may be used interchangeably for programming purposes (they differ in meaning only in the statutes).
- g. “Users” are individuals who will use the program and will include NH Banking Department personnel, firm or entity personnel and the general public.
- h. “Product”, “Software Solution” and “System” mean the COTS software and its configuration to NHBD specifications and business rules.

C-2 General Requirements

The software must be capable of and configured to NHBD business rules to provide the NHBD with the following:

C-2.1 Basic License Registration Services

Payment and Allocation Capabilities:

- a) The software must process payment entry and revenue allocation as it provides accounting and fiscal control mechanisms for registration section of the department.
- b) Each type of application must be implemented as a separate business object. The registration product must provide additional services for each business object, such as: effective period, amendment, paper document tracking system, and periodic reporting requirements tracking.

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- c) Software must capture the type (e.g. initial, assessment/renewal, etc.), begin/end dates, expiration date, certificate number, and issue date for each period of registration.
- d) The software must record changes (name, address, etc.) to the license. It must also provide a mechanism to keep up with filings which must be submitted on a periodic basis to maintain active status.
- e) Provide a historical trail for any licensed entity. Historic record of events and key changes to applications must be maintained for the life of each data instance.

On-line Filing Capabilities:

- a) The software must receive and process on-line new and renewal license applications, amendments, annual reports, financial statement filings and financial transactions.
- b) When on-line new/renewal license applications are received and are complete, the system should send a confirmation notice to the applicant reflecting this information.
- c) The licensing and registration system must integrate with existing technologies that effect electronic filing of applications and amendments and associated payments.

C-2.2 Basic Examination Services

Scheduling Capabilities:

- a) The software must provide an audit scheduling and tracking application to facilitate the scheduling of examinations/audits of licensed entities.
- b) The examination/audit components must provide for the collection and storage of audit results, providing an online repository of past audits.
- c) There must be a risk management component that assists in the identification of potential problem entities. The department must be able to actively refine the measures and ratios used to determine the higher risk entities.
- d) The schedule creation and maintenance input must provide for the following controls: scheduled examination rating, follow-up examinations, on-demand examinations, and high-risk examinations.
- e) Allow for a standardized format file to be imported to select loans to be reviewed during the examination process and produce a report for the licensee for submission.

Summary Tools and Escalation Paths:

- a) The schedule must be made available, on demand, in printed and online form.
- b) The schedule must document and associate mortgage brokers/lenders and consumer loan companies, and their related dealers/offices.
- c) As examinations are completed, pertinent details must be recorded including: date of examination, examiner name, business statistics (loans, etc.), company contact, and a summary of findings.
- d) When a problem is identified, correspondence must be generated specific to the type of issue. The system must track correspondence and remind users when requested responses are not received in a timely manner.
- e) Should follow up visits be required, they must be identified and fall back into the previously described schedule generation process.

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- f) Should responses be unsatisfactory, the problem entity must be referred to enforcement for further investigation.

Time and Location Management:

- a) Track and capture the number of hours worked by each examiner on each examination and on examinations in the aggregate.
- b) Take into account geographical location considerations for schedule development.

C-2.3 Basic Enforcement Services

Overview of Services:

- a) The software must track complaints, investigations, and disciplinary actions for licensed and non-licensed firms and individuals and provide compliance monitoring for the enforcement section of the department.
- b) As complaints are received, they are to be entered into the system along with information about the respondents, complainants, and witnesses.
- c) The respondents must be integrated with the firms (licensed or unlicensed firms and entities) and individuals (contacts) from the licensing and registration product.
- d) All of the complaint information (complainants, respondents, witnesses, documents, interviews, etc.) must be copied into the investigation module.
- e) Disciplinary action information must be captured as well as the violations and sanctions ordered.
- f) Notices and invoices must be generated and tracked for late firm responses to consumer complaints.
- g) If follow-up (fines, reports, etc.) is required as a result of the disciplinary action, then it must be entered into a compliance-monitoring module.
- h) This module will track stipulated requirements ordered by disciplinary action and alert the Department to conditions that are out of compliance.
- i) Allow for tracking and follow-up of complaints and have the system notify appropriate users when due dates have not been met.

C-3 Common System Requirements

C-3.1 Security and Product Configuration Management

Common to the Registration, Licensing, Examination, and Enforcement areas (the Functional Areas) are “systems and/or product(s)” that support each Functional Area.

Data access must be limited by security profile of each user of the system.
Users shall be defined as either administrators, power users, or users.

The system’s configuration controls must allow administrators to:

- a) Manage list box contents
- b) Configure user security access
- c) Identify workflow milestones
- d) Manage system-generated correspondence
- e) Manage reports available to other users
- f) Audit trail/Track user activity

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C-3.2 Data Validation and Historic Data

- a) Capture and maintain data defining registrations, applicants, contacts, entities, and addresses.
- b) Data validation for format and content wherever possible.
- c) Historic record of events and key changes to applications must be maintained for the life of each data instance.

C-3.3 Data Identification

- a) Automatically generate identification numbers for data subjects entered into the system.
- b) IDs must remain unique and be able to conform to pre-existing standards if necessary.

C-3.4 Access to Historic and Current Data

Monitor and change the status of key data elements to differentiate between active and historic data saved by the system.

C-3.5 User Interface Access Security Model

- a) Security must be implemented using either a standard challenge/response model or Windows Integrated Security (requires SQL Server).
- b) In Challenge/Response mode, the system must display a dialog box prompting the user for a User Id and Password. The User Id will be filled with the Windows™ User Name by default.
- c) In Integrated Security Mode, no dialog box must be displayed. The user must be authenticated directly by the system, based on the security information associated with the User Name.

C-3.6 User Identification

Successful entry of both User Id and Password fields must allow the user to access the system.

C-3.7 User Access Configuration

User ID and Passwords must be easily maintained by program administration using administration tools incorporated in the product.

C-3.8 Administration of User Accounts

The product must provide the ability to add, enable, and disable user accounts.

C-3.9 Controlling Feature and Data Access by User

The product must provide administrator(s) with the ability to assign or deny rights to administrative program functions in user profiles.

C-3.10 Simulation of Existing Organization User Roles

The product must provide the ability to configure user profiles for organizational roles that will allow or deny them access to various non-administrative product features and controls.

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C-3.11 Controlled access in the User Interface

The product must provide the ability to configure the product's menu items and toolbar controls to be hidden or disabled based on user's security profile.

C-3.12 Report Management

Administrative tools must provide and maintain reports generated by the product. This includes:

- a) Report grouping—administrative tools must provide a method of grouping similar or related reports in a menu or list.
- b) Report activation—administrative tools must provide a method of activating and de-activating reports for all users.

C-3.13 Task Order Management and Notification

The product must include workflow management features allowing product administrators to identify tasks that must be completed before additional processing of key data can be attempted.

C-3.14 Correspondence Administration Tools

Administrative tools must allow administrators to manage correspondence templates that are used by the product to automatically generate correspondence. This includes:

- a) Ability to add and remove templates available for use.
- b) Ability to categorize the templates according to the data type to which it applies.
- c) Ability to limit users to using only those templates that are in the same category as the data type they are working.
- d) Ability to assign a workflow management profile to each correspondence template. The workflow management profile identifies the mandatory tasks and history requirements needed to process each correspondence generated by the product.
- e) The system should allow for the input of business rules which determine that a license cannot be granted if certain conditions are not met.
- f) The system should allow for flags which can be set or removed manually that a license should not be granted for a particular entity.

C-3.15 Registration, Licensing, Assessment, Examination and Penalty Fee Management

- a) The product must give administrative users the ability to assign fees for multiple license types.
- b) Each license type must have the ability to use a unique fee if necessary.
- c) The product must have the capability of assessing flat rate convenience fees as specified by NHBD. The convenience fee is assessed for use of the web-based electronic filing system.
- d) The product must have the capability of assessing a fee based upon a percentage of the dollar volume of sales, as that data is reported (some will be reported through electronic reporting via the web-based component and some will be reported via paper filings and the information will be entered by NHBD personnel).
- e) The product must have the ability to calculate and bill for examination time based upon each examiner's time spent on each examination.

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- f) The product must calculate late filing penalties based on flat per diem rates for late filings of certain reports and late responses to consumer complaints. The fines are based on pre-set standard criteria such as number-of-days deadlines.
- g) The product must create and track invoices for ad hoc penalties for violative infractions.

C-4 Workflow Management

C-4.1 Maintaining Historic References

The product must have the ability to record and recall dates in which events leading to the current condition of the subject data occurred. This history must be maintained for the life of each subject.

C-4.2 Maintaining Application Status

Subject status must automatically change to reflect completion of required tasks or changes in key data.

C-4.3 Effects of Status Changes

All application data must remain intact following changes in status.

C-4.4 Assignment Notification

- a) A personal directory or list must be provided for each user to display all subjects to which they have been assigned, with custody, or as an analyst of the subject.
- b) Users must have the ability to open the application's editing forms to conclude tasks or to move the application into a general pool (where other users can select and assume responsibilities for an application).

C-4.5 Navigation to Assigned and Unassigned Tasks

- a) The product must have the ability to group and display all applications that require additional actions by users.
- b) From this grouping, users must be able to select an application and edit or add information to complete the requirements.

C-4.6 Assignment Flexibility

- a) The product must allow users to assign and change assignments of applications as dictated by the Department's existing business rules.
- b) From the user interface, users must be able to identify to whom and when each application was assigned.
- c) Depending on their user security profile, some users must be able to change the assignments in applications where the originally assigned user cannot complete the assignment.
- d) Changes to the assignment must be dated and recorded for historical purposes and viewable from the user interface.

C-4.7 Assignment Definition

The exact role of a user assigned to an application must be identified in the user interface. For example, a user may be assigned as an analyst or with custody of the application.

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C-4.8 Adding Requirements per Application

- a) The product must give users the opportunity to create their own list of task requirements for any application to which they are assigned.
- b) This requirement list will prevent the application from being closed or moved into the next stage of development prior to acknowledgement that all items in the list have been satisfied.

C-4.9 Automatic Status and Event Updates

- a) The product must automatically calculate and react to application license renewal dates.
- b) Applications that have reached their expiration date must automatically undergo status change to reflect the expiration condition.
- c) When applications are registered they must automatically have default effective dates inserted into their records.

C-4.10 Changing Key Registration Data

The product must give users the tools and functions to manage assessments, including initial input, fee calculation, payment status, approval, and history of amendments.

C-5 Data Structure/Relationships & User Interface Properties

C-5.1 Pooling, Contact, Address, and Institution Data

- a) Relationships must be maintained among firms, licensees, contacts, and addresses.
- b) Users must be able to locate any subject that a contact is associated with. Also, users must be able to locate any contacts to which a firm or licensee is associated.

C-5.2 Identification of Applications and Status Changes

- a) The product must have the ability to uniquely identify each subject entered into the system.
- b) The assigned ID, or a history of the ID changes, must be maintained by the system regardless of status changes that affect the subject.

C-5.3 Assigning Data Relationships to Consumer Finance Entities

- a) The product must have the ability to accept input of new elements such as contacts, entities, and addresses.
- b) Each must also have the option of being identified as being default values in a relationship containing more than one like-element.
(e.g., if a subject has 3 related contacts and 2 related addresses, the product must allow the user to select one of the contacts and one of the addresses as the default contact and address for the subject. The product must allow for multiple contacts by function, such as a contact for licensing, a contact for enforcement and a contact for examinations.)

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C-5.4 Prioritizing Data Relationships

- a) The product must have the ability to categorize the type of relationship that exists between data elements.
- b) Users must have the ability to identify a contact as a main or secondary contact, or by any other category that the product is configured to accommodate.

C-5.5 Consumer Finance Entities Background Information

- a) The product must be capable of maintaining background details about contacts, firms, entities, and addresses. This includes name, phone number, fax number, email address, URL (web-page address), Federal Tax and Employer Id, Industry code, Incorporation date, and location description.
- b) Additional data fields must also be provided for notes or remarks about each element entered into the system.

C-5.6 Referencing Legacy Identification

The product must include a data structure that allows a relationship to be maintained between the ID generated and assigned by the product and any pre-existing identification of the subject.

C-5.7 Adding General Information for Users

- a) Users (defined as both internal department personnel via a network and firm or licensee contacts via Internet connectivity) of the product must have the ability to view, add, and edit remarks about each institution (firm).
- b) This information must be maintained in a direct relationship with the institution (firm).

C-5.8 Milestone Dates

Must provide users the ability to view and edit date details that describe when process events occurred.

C-5.9 Capability to Edit Related Data

Users must have the ability to view and edit information related to a subject from the user interface.

C-5.10 Retaining Identification After Name Changes

- a) Previous names, addresses, and entities must be retained in the system.
- b) The system must provide a button next to each of the corresponding fields that displays all previous values. For example, next to the name field must be a control that allows users to open a list of all previous names used by the individual or company.

C-5.11 Recognition of Invalid User Commands

- a) The product must incorporate a method of identifying processes that are attempted but cannot be completed due to insufficient data or because of event sequencing problems.
- b) Information must be given to the user in a sequence that allows for additional data to be provided, or the event sequence to be changed, in order to properly process the data.

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- c) The interface must also provide a method to cancel processes that cannot be completed and store a history of such processes.

C-5.12 Editing Institution Data

- a) The product must have the ability for users to enter, edit, and review the details for each licensee's application processed by the product.
- b) Details must be displayed allowing users to quickly review any information contained about the institution.

C-5.13 Global Editing

Users with proper security profiles must have the ability to implement global data changes to addresses, relationships, contacts, and companies.

C-6 Data Search Capabilities

C-6.1 General Search Requirements

- a) The product must have a search engine that can perform a global search for specific criteria for each field of the application elements.
- b) It must be able to search in the lists of previous names, addresses, and entities.

C-6.2 Active Search Results

- a) All matching results of a search must be displayed in a separate dialog box.
- b) By double-clicking a result entry, the associated application would be located and displayed, leaving the results dialog open.
- c) To view another application, the user would double-click another result entry in the search results dialog to display that application's data.
- d) When the search dialog is no longer needed, the user would close it by clicking the Close button.

C-6.3 Search Results Composition

- a) The search results dialog must display the application type, application or file number, and the matched field for each result entry.
- b) While searching, status information must be displayed, such as current files searched and current fields matched counts.

C-6.4 Search Options

The search engine must implement the following options:

- a) A phrasing option must be provided to allow the user to select exact phrase, all words, or any word matches. All special characters and white space must be ignored unless the exact phrase option is selected.
- b) An option to match case must be provided.
- c) An option to search for subjects/filings based on current status must be provided.
- d) The user must also have the ability to limit the search to a particular application type or types (e.g. First Mortgage Broker, Second Mortgage Home Loan Lender). In addition, the search must have the ability to be limited to specified criteria to be determined by the division.
- e) An option to limit the search results to a specified number must also be provided. This number would initially be set to a mutually agreed upon default, but would

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be stored by the program each time it is modified. This result count limit could also be disabled to return all results.

C-7 Correspondence and Document Generation

C-7.1 Method of Correspondence Generation

- a) The product must provide integration with Microsoft Word for creation of form letters such as correspondence, notices, etc.
- b) Pre-defined fields such as name, address, dates, and subject identification must be filled automatically.

C-7.2 Identifying Recipients of Generated Correspondence

- a) The user interface must allow users to select from one or multiple file templates, choose the recipient(s) from all contacts, firms, individuals, and entities related to a subject, and select the address from any addresses related to the recipient(s).
- b) The correspondence must be automatically generated and opened for viewing/editing when the user finalizes their selections.

C-7.3 Tracking Correspondence History

Correspondence generated by the product must have the ability to be tracked as part of the history of the license to which it is associated. This history must include the following information:

- a) When correspondence was requested
- b) When correspondence was prepared
- c) When correspondence was mailed
- d) When correspondence was delivered
- e) When a response was due.
- f) When a response was received

C-7.4 Correspondence Stages

- a) Enforce required correspondence development steps to ensure required correspondence, and payment if required, is completed.
- b) Enforce a progression from request to response, and must prevent steps from occurring out-of-sequence.

C-8 Reporting Capabilities

C-8.1 General Requirement

The product must provide integrated reporting capabilities to be defined by the division.

C-8.2 Administration of Reports

The product must allow administrators to store reports in the system to allow all users to run them.

C-8.3 Report Output

An option to print all or singular report results must be provided.

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C-8.4 *Exporting Reports*

Report results must be capable of being exported to a variety of industry-standard formats, such as text, CSV, Excel, Word, Access, etc.

C-8.5 *Standard Reports*

The product must provide standard reports for common functions, such as listings, alerts, audit reports, and revenue reports.

C-8.6 *Report Maintenance*

Users must have the ability to create and modify reports without requiring intervention from the Vendor.

C-8.7 *Report Editor*

A select group of users (power users and administrators) must have the ability to create or alter reports using commercial reporting software such as Crystal Reports from Crystal Decisions.

C-8.8 *Report Editor Requirements*

The report writer must be capable of the following features:

- a) Allow entry of user-definable run-time parameters
- b) Produce output in graphical and textual form
- c) Be capable of performing standard statistical functions, such as sums, averages, counts, standard deviation, etc.
- d) Allow specific pages of a report to be printed, instead of the entire report
- e) Provide a WYSIWIG interface for report development

C-9 License/Registration System Requirements

C-9.1 *Overview of Requirements*

The Consumer Finance registration/licensing system must be a software and configuration solution in accordance with NHBD business rules that will efficiently manage applications, application payments, and assessments/renewals of license registrations.

These registrations are granted to entities or individuals that require State registration to offer financial services within the State. Firms may hold multiple licenses (primary applicants). Primary applicants and/or instruments requiring State registrations/licenses include (but are not limited to):

- a) Debt Adjuster
- b) First Mortgage Banker
- c) First Mortgage Broker
- d) First Mortgage Banker and Broker
- e) Mortgage Banker
- f) Mortgage Broker
- g) Mortgage Servicer
- h) Motor Vehicle Retail Seller
- i) Non-Bank Cash Dispensing Machine
- j) Sales Finance Company

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- k) Second Mortgage Broker
- l) Second Mortgage Home Loan Lender
- k) Small Loan Lender

NOTE: The department has legislation currently in process to allow for a Mortgage Banker and Mortgage Broker license type. This would reduce the license type category as it will allow the First Mortgage Banker, First Mortgage Banker and Broker and Second Mortgage Home Loan Lender license to be combined into the Mortgage Banker license type. The First Mortgage and Second Mortgage Broker license types would also be combined to form the new Mortgage Broker type. If enacted, the system would need to allow for the new license types and allow for the historical information to be linked to any renewal. Should the legislation be enacted, it would become effective for the 2006 license year. Therefore, it must be available for the renewal process which commences on or about November 1, 2005.

C-9.2 *Applicant Types*

Consumer Credit license types are further broken down by the Applicant Type. This helps further distinguish the type of licensed held at a specific location. The Applicant Types are as follows:

- a) Principal Office
- b) Branch Office

C-9.3 *Management of Registration Data*

- a) The registration system must include the tools necessary to manage registration data throughout the entire lifecycle of a licensee, starting with the initial application.
- b) The data management provided must be conducive to transition from existing automated and manual processes, while increasing the accuracy and value of registration data.
- c) The system must be secure, stable, and efficient. All data associated with State registrations must be managed by the system, including:
 - o Applicant data
 - o Contacts
 - o Payments
 - o Registration and registration status
 - o Assessments /renewals and due dates
 - o Communication to and from applicants
 - o Assessments, Penalties, and Fees

C-9.4 *Composition of Registration Product*

- a) The registration system is considered to be a single integrated system that consists of one or more modules, nodes, or programs that are specifically designed for each facet of the registration workflow and the users involved with each facet.
- b) The registration system pieces must be fully compatible and integrate with each other to provide continuity of data and to provide all users a seamless source of information.

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C-9.5 Electronic Filing Requirements and Future Interfaces

- a) The licensing and registration system must be capable of integration with emerging technologies that facilitate electronic filing of applications and associated payments.
- b) Manual methods of data entry are required to process applications and payments received via postal service or other methods of delivery.
- c) The licensing and registration system must be able to accept input from users from within the NHBD network system and from the Internet from firms and applicant entities to apply for initial licenses, to update information on file with the NHBD by amendment filing and to renew licenses and registrations.
- d) The licensing and registration system must be able to accept input via the internet from firms and entities for the annual report information about an entity's business and for the entity's annual financial reports on NHBD forms, according to a preset schedule of due dates, and must generate invoices for per day penalties for the late filing of such reports.
- e) The licensing system must accommodate applications where part of the information is electronically filed and part of the information is filed via postal service or other methods of delivery.
- f) The licensing system should allow for electronic confirmation to the licensee when all new/renewal application information has been received and the application is complete.

C-10 Security and Product Configuration Management

C-10.1 Filtering Information Choices based on Entity Type

- a) Administrative tools must provide a method of adding, editing, deleting, activating, deactivating, and ordering information types from user lists.
- b) Users are limited to a list of choices when identifying the attributes of the application on which they are working. These include (but are not limited to):
 - 1) Addresses
 - 2) Clients
 - 3) Contacts
 - 4) Disclosure information
 - 5) Revenue Codes
 - 6) Filing rules
 - 7) Forms
 - 8) Locations
 - 9) Organizations
 - 10) Business activities
 - 11) Payment methods
 - 12) Pending conditions
 - 13) Primary allegations
 - 14) Programs
 - 15) License Type

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C-10.2 Administration of Document Templates

Administrative tools must allow administrators to add and remove templates used by the product to generate notice documents that detail the current status of registration applications.

C-10.3 Configuration of Initial Fee Calculations

Licensing fees must be configurable to allow for fees based on percentage of sales, flat rates, and fee exceptions.

C-10.4 Configuration of Renewal Fee Calculations

Licensing new/renewal fees must be configurable to allow for amounts stated in Statute.

C-10.5 Configuration of Statutory Penalty Calculations

Late filing penalties associated with annual reports and financial reports must be configurable to allow for amounts stated in the New Hampshire Statute and administrative users must be able to configure penalty timetables.

C-10.6 Configuration of Examination Fee Calculations

Examination fees must be configurable to allow for changes in per diem rates set quarterly.

C-10.7 Configuration of Renewal Schedules

- a) The product must give administrative users the ability to configure new/renewal timetables that can be applied to application types.
- b) Allow administrators to identify the length of time that each type of registration retains its validity after it has been put into effect for an application.

C-11 Registration/License Workflow Management

C-11.1 Progression of Statuses

- a) Each application must have a status field that is populated with a status identification value indicative of the current status of the application.
- b) Applications require status tracking through all of the following phases of development:
 - 1) Application
 - 2) Review
 - 3) Fee Schedule
 - 4) Payment
 - 5) Renewal

C-11.2 Configuration of Application Schedules

- a) The product must give administrative users the ability to configure timetables for new applications that will trigger the initial deficiency form letter and follow-up form letters.
- b) Allow administrators to identify the length of time that each type of application retains its validity after it has been received before it is deemed "withdrawn" and the firm must restart the application process.

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C-11.3 Registration Review Process Integration

- a) The product must have the ability to manage data as it progresses through each phase of development listed above.
- b) Users (with the proper security access) must have the option to move initial applications into the review phase after all review application requirements are met.
- c) In the review phase, applications can be moved into any of the following statuses:
 - 1) Approved
 - 2) Exempt
 - 3) Denied
 - 4) Expired
 - 5) Not Required
 - 6) Pending
 - 7) Revoked
 - 8) Surrendered
 - 9) Suspended
 - 10) Withdrawn
 - 11) 6 Month Withdrawal

C-11.4 Suspending Applications

- a) Applications that are assigned the status above must be capable of being suspended and/or reactivated by users working the application.
- b) Users must have the ability to change the current status of these applications.

C-11.5 Reapplying Applications for Registration

Applications that are Denied, Expired, Withdrawn or Six (6) Month Withdrawal must have the ability to reapply for registration.

C-11.6 Functions Based Upon Current Status

Certain functions (e.g. revoking the application) must be available only if the current application status is a value that meets the requirements for the function.

C-12 Data Structure/Relationships & User Interface Properties

C-12.1 Using Representative Contacts

The product must allow users to identify a representative contact for contacts or entities related to an application.

C-12.2 Registered Status

- a.) The product must allow users (with the proper security profiles) to advance an application to a registered status.
- b) All data must be retained for historical purposes and include the date of status changes and the identities of the users that changed the status.

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C-12.3 Deleting Applications

- a) The product must allow users (with the proper security profiles) to delete applications from the system.
- b) The deleted applications will be archived along with a history of the procedure.

C-12.4 Cascading Data Changes

- a) Users (with the proper security profiles) must be able to make and remove relationships between applications and their branches.
- b) The relationship between applications and branches must effect automatic or configurable processes of payments and renewals. For example, the program must allow users to make on-line renewals that automatically cascade to all branches or to the branches selected, without the need to edit the data in each branch application.

C-12.5 Accessing and Editing Branches

- a) The product must provide users with the ability to view all branches related to an application from the window or a dialog box containing the application details.
- b) Users (with the proper security profiles) must have the ability to access and edit basic information about each branch displayed as a related branch.

C-12.6 Managing Expirations

The product must provide users with the ability to add and modify the registration expiration dates of each application.

C-12.7 Fee and Fine Invoicing and Payment Application

- a) The product must give users (with the proper security profiles) the ability to perform invoicing for examination or assessed fines.
- b) The system should allow for waivers of all or a portion of fees invoiced.
- c) The payment module should allow for multiple payments and/or payment plans.
- d) The module should allow for 2nd and 3rd notice of past due monies and when payment has not been received, forward the information to the enforcement module.

C-12.8 Fee and Payment Search Capabilities

- a) The product must give users (with the proper security profiles) the ability to perform searches for fee and payment information.
- b) Allow searches by date, by file number, and by check number to return the applications that match the criteria.

C-12.9 General Invoicing

- a) The product must provide the ability for users (with the proper security profiles) to create miscellaneous invoices.
- b) Users must be able to include payment information associated with an invoice.
- c) The product must automatically produce a calculated invoice based on business rules.

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C-12.10 Importing Payment Information

Invoice creation must include the ability to import payment information based on searches for checks received.

C-12.11 Locating Applications Requiring Renewal

- a) The product must support the users' ability to search for applications to be renewed.
- b) After locating applications to be renewed, users must be able to enter license renewal and payment information as needed.

C-13 Examination System Requirements

C-13.1 Examination General Requirements

- a) The examination system tracks examinations of licensed firms, entities and contacts.
- b) The examination system must allow users to schedule examinations, enter and extract examination data, report findings, and identify corrective actions.
- c) The examination system must track examiners' time on each examination and create an invoice related to the time to bill the firm for each examination based on a configurable fee schedule.
- d) Examination results must be maintained for historical reference and for use in subsequent examinations.
- e) Allow for standard file format import to select loan files to be reviewed during the examination and produce a report of those loans to transmit to the licensee.
- f) The product must allow users to record time and expense information concerning time and expenses spent on examinations.
- g) The system must calculate the bill and create an invoice for the examination based on the number of examiners and time spent by each on the examination.

C-13.2 Examination Types

- a) The examination system must be capable of tracking several types of examinations, such as: Scheduled, Follow-up, For Cause, Technical Assistance, and Targeted.
- b) Scheduled examinations are used as part of the regular examination cycle.
- c) Follow-up examinations are used to ensure that corrective actions from a previous examination have been successfully completed.
- d) For Cause examinations are initiated by request from agency staff, or by referral from another agency, based on complaints received, or other causes.
- e) Technical Assistance examinations are visits used to help firms understand and meet their regulatory requirements.
- f) Targeted examinations are used to examine firms that meet specific criteria specified by agency staff.
- g) Firms or entities may be examined; firms may be examined for several entity (license) types at the same time; reports must be related to the firm and to the entity examined.

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C-13.3 Recording Findings

- a) The examination system must be capable of managing the data from multiple findings for multiple entity/license types in a single examination.
- b) Each of these findings must be associated with a category, such as Business Practices, Examination Deficiency, State or Federal Law Violation, etc. This association allows for statistical reporting of examination findings.

C-13.4 Examination Reports

- a) The examination system must also be capable of creating and tracking the examination report that is sent to the examinee after the examination has been completed.
- b) The examination report must include an examination Summary, which is a brief synopsis of the examination results.
- c) The system must also track the examination report through the review process, where it is reviewed by the Examination Supervisor prior to being mailed to the examinee. This process ensures the completeness and accuracy of the report.
- d) Once the report has been approved, the system must track delivery information for the report.
- e) After the examinee responds to the examination report, the system must track their response and any corrective actions provided by the examinee.
- f) The system must also support the Merged Examination Report.
- g) The system should also schedule the next required examination required by New Hampshire Statute.

C-14 Examination Security and Configuration Management

- a. Administrative tools must provide a method of adding, editing, deleting, activating, deactivating, and ordering information types from user lists.
- b. Users must use these list choices when identifying the attributes of the examination on which they are working. These include (but are not limited to):
 - 1. Addresses
 - 2. Contacts
 - 3. Entities
 - 4. Examination Types
 - 5. Fees
 - 6. Findings
 - 7. Revenue codes
 - 8. Locations
 - 9. Organization Types
 - 10. Payment methods
 - 11. Pending conditions
 - 12. License Types
 - 13. Firms

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C-15 Examination Workflow Management

C-15.1 Examination Status Tracking

- a) Each examination must have a status field that is populated with a status identification value indicative of the current status of the examination.
- b) Examinations require status tracking through all of the following phases:
 - 1) Assignment
 - 2) Scheduling
 - 3) Performance
 - 4) Findings
 - 5) Reporting
 - 6) Billing
 - 7) Response
 - 8) Close or Refer

C-15.2 Maintaining Examination History

The product must retain a history of all previous examination findings for each examinee in the system.

C-15.3 Document Management and Associations

- a) The product must allow electronic documents (e.g. Word files, Excel spreadsheets, etc.) to be linked with an examination.
- b) It must allow for scanning of examination related documents.
- c) It must allow users to check documents in and out.
- d) It must retain revision control on all electronic documents.
- e) Linked documents must be viewable from the system with their associated program (i.e. Word files must launch Word for viewing).

C-15.4 Enforcement Referrals

The system must allow for enforcement referrals of examinees requiring further investigation.

C-15.5 External Exam Triggers

The product must allow For Cause examinations to be requested automatically by external systems, such as Registration and Enforcement.

C-16 Enforcement System Requirements

C-16.1 Violations and Statutes

- a) Administrative tools must provide a method of adding, editing, and deleting Violations and Statutes from user lists.
- b) Violations must be defined by description and by State Statutes.
- c) These lists must be employed by users to apply attributes to enforcement cases.
- d) There must be several categories of enforcement actions such as cease and desist, denial, revocation or suspension, investigation, complaints, fines/penalties.
- e) Enforcement actions must be maintained for licensed and non-licensed firms and entities.

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C-16.2 Managing Hearing Templates

Administrative tools must allow administrators to add and remove Hearing templates used by the product to generate Hearings.

C-17 Enforcement Workflow Management

C-17.1 Maintaining Event Date History

- a) The product must have the ability to record and recall dates on which events leading to the current condition of the data occurred.
- b) This history must be maintained for the life of each filing.

C-17.2 Managing Enforcement Status

- a) Each case file must have a status field that is populated with a status identification value indicative of the current status of the case.
- b) Enforcement cases require status tracking through all of the following phases of case development:
 - 1) Complaints
 - 1.1 Intake
 - 1.2 Review
 - 1.3 NHBD correspondence and copy of complaint sent to licensed entity.
 - 1.4 NHBD correspondence sent to complainant.
 - 1.5 Receipt of acknowledgement of complaint to NHBD.
 - 1.6 Receipt of acknowledgement of complaint to complainant.
 - 1.7 Per day penalty assessed and invoiced for late receipt of acknowledgement to NHBD.
 - 1.8 Per day penalty assessed and invoiced for late receipt of acknowledgement to complainant.
 - 1.9 Disposition
 - 1.10 Disposition monitoring
 - 2) Investigations
 - 2.1 Intake
 - 2.2 Fact-finding
 - 2.3 Disposition (closed without action, settled, referred to enforcement)
 - 2.4 Depositions
 - 3) Enforcement Actions
 - 3.1 Disposition monitoring
 - 3.2 Settlement Agreement
 - 3.3 Docketed enforcement action including hearing schedule
 - 3.3 Orders

C-17.3 Complaint Status Options

- a) The product must have the ability to manage filing data as it progresses through the early phases of development from a complaint to an investigation.

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- b) The product must have the ability to track responses to complaints and initiate invoices as penalties for late filing of complaint responses.
- c) Users (with the proper security profiles) must have the option to move initial filings, or complaints into the disposition phase after all review requirements are met.
- d) In the complaint disposition phase, filings can be moved into any of the following statuses:
 - 1) Declined (closed)
 - 2) Mediated (closed)
 - 3) Resolved with monitoring
 - 4) Referred to another agency
 - 5) Issued warnings, findings, and directives
 - 6) Initiate an examination for cause
 - 7) Initiate a formal investigation

C-17.4 Conversion of Complaints to Investigation

Filings that are moved to investigations must maintain all of the data collected as well as be given all of the information fields that apply to investigations.

C-17.5 Conversion of Complaints to Enforcement

Filings that are moved to enforcements must maintain all of the data collected as well as be given all of the information fields that apply to investigations.

C-17.6 Conversion of Investigations to Enforcement

Filings that are moved to enforcement must maintain all of the data collected as well as be given all of the information fields that apply to enforcement.

C-18 Enforcement Data Structure/Relationships & User Interface Properties

C-18.1 Enforcement Data Relationship Requirements

- a) The product must have the ability to maintain relationships between data elements such as Firms, Entities, Contacts and Complaints, Enforcement Cases, Investigations, and Actions.
- b) The relationships must be structured to allow users to access information about each element, related to the data that they are viewing in the User Interface.

C-18.2 Associating Contacts to Enforcement Cases

The product must allow users to identify a representative contact for contacts or entities related to an enforcement case.

C-18.3 Maintaining Interview Data

- a) The product must include a data and interface design to capture and display all information concerning interviews conducted during information gathering for a case.
- b) Information must include the name of the interviewee, the recording method, the actual date of the interview (as well as the scheduled date), the interview location, and any additional notes concerning the interview.

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- c) This information must be maintained in a relationship with the case data for the life of the case.

C-18.4 Database Checks

- a) The product must include a data and interface design to capture and display user input describing national or industry-level databases that have been examined during the course of a case for any data relevant to the case.
- b) This information must include the name of the person who made the database check, when the check occurred and any results from the database check.

C-18.5 Status Transfers

- a) The product must allow users (with the proper security profiles) to advance a filing from a complaint to an investigation, and to a disposition or from an investigation to an enforcement action and to a disposition.
- b) All data must be retained for historical purposes.
- c) It must include the date of status change and the identity of the user that changed the status.

C-18.6 Subpoena Controls

- a) The product must allow users to select from a list (configured by system administrator) to apply one or more subpoenas to an open investigation.
- b) Subpoena background data must be captured to provide the subpoena status, the date issued, authority, issued by, and subpoena type information.
- c) This product must allow users to automatically generate the subpoena document using subpoena templates managed by the system administrator. During the process of generating the subpoena, key information such as the name(s) of the recipient(s), the address, the method of service, and tracking number are all collected by the product interface.

C-18.7 Subpoena Relationships

- a) The product must have the ability to establish and maintain a relationship between a subpoena and an interview, and between a subpoena and documents.
- b) Interviews and documents must have the ability to be related to both enforcement cases and to subpoenas.

C-18.8 Recording Time and Expenses

- a) The product must allow users to record time and expense information concerning time and expenses spent on the investigation and on the enforcement case.
- b) A time summary must be included with the basic case information to allow quick review.

C-18.9 Managing Dispositions

- a) Users must have the ability to employ the interface tools to add, edit, and delete dispositions related to an investigation.
- b) All data concerning the disposition, including the disposition type, status, description, date, amount due, balance due, penalty length and termination date, and the respondents involved must be saved with each disposition that is added.

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C-18.10 Case Synopsis Availability

- a) The product must have the ability for users to enter, edit, and review the case synopsis for each case processed by the product.
- b) The case synopsis must be displayed in the user interface in a manner that allows users to quickly review any information contained in the synopsis.

C-18.11 Deleting Complaints and Investigations

The product must allow users (with the proper security profiles) to delete complaints and investigations from the system.

C-18.12 Adding Affidavits

The product must allow users to add Affidavits to an investigation, as well as to add supporting information.

C-18.13 Managing Relationships between Cases and Complaints

Users (with the proper security profiles) must be able to add and remove relationships between complaints and investigations.

C-18.14 Maintaining Action Details

- a) Users must be allowed to add enforcement actions to an open investigation case.
- b) Enforcement actions include basic background information pertaining to the actions, as well as:
 - 1) Address information
 - 2) Service information
 - 3) Correspondence
 - 4) Hearing requests
 - 5) Hearing information
 - 6) Violations
 - 7) Dispositions
 - 8) Depositions

C-18.15 Determining Case Relationships

- a) The product interface must allow users to identify all documents related to each case without leaving the case information windows or forms.
- b) Date information must be associated with each document related to a case to provide users a history of when documents were added to a case relationship.

C-19 Revenue Requirements

C-19.1 Payment Processing

The product must have tools designed to facilitate an efficient method of processing payments as they are received via postal mail or other method of delivery or by electronic transfer.

C-19.2 Data Entry and Data Transfer

- a) The product must allow users to add, edit, and delete application payment information using an interface that feeds data to the registration database.
- b) The product should allow for tracking one check applied to multiple licenses, registrations, fines and/or fees.

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- c) The product should allow for the calculation of convenience fees.
- d) The product should allow for waivers and multiple payments
- e) The payment should allow for 2nd and 3rd notices when payment has not been received and then transfer items to the enforcement module.

C-19.3 Controlled User Access

- a) To access the interface, security must be implemented using a standard challenge/response model.
- b) The system must display a dialog box prompting the user for a User Id and Password. Successful entry of both User Id and Password must allow the user to access the system.

C-19.4 Payment Batches

- a) The product must allow payment information to be grouped and identified by batches.
- b) Payment batches must receive an ID generated by the product.

C-19.5 Batch Definition

All batches must be defined by the number of payments in each batch.

C-19.6 Payment Count Validation

The product must validate the number of payments entered for each batch against the batch definition.

C-19.7 Batch Calculation

The product must calculate the sum of payments in each batch.

C-19.8 Payment Data Fields

- a) The product must have tools that allow users to input the following information into the database: payer, check number, payment method, batch ID, and payment amount.
- b) Information such as the date of entry and the identification of the user that enters the information must be captured by the product.

C-19.9 Payment History

Payment history when correspondence generates and invoice and requires a payment.

C-19.10 Revenue Code Assignment

Payments must be allowed to be assigned revenue codes defining to where the payment is applied.

C-19.11 Splitting Payments

Payments must be allowed to be split into multiple portions assigned to different revenue codes.

C-19.12 Management of Batch Status

- a) The product must have the ability to manage batch status.
- b) Batches must have two (2) statuses: open and closed.

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C-19.13 Isolating Open Batch Data

- a) The payment data contained in records belonging to an open batch must not be allowed to be accessed by the registration components of the product.
- b) Only when the batch is closed must the registration components of the product be allowed to process the payment data.

C-19.14 Closing Validation

Closing an open payment batch must require validation of the data entered for each payment. This includes the validation of payment count, revenue codes, and the sum of payments.

C-20 Internet Filing Search Requirements

C-20.1 General Requirements

- a) The product must have tools designed to facilitate an efficient method of processing Internet based searches of Division approved data via the State's website.
- b) The product must allow filers and the general public to inquire about the registration status of a licensee.
- c) The product must allow filers to submit on-line applications, renewals, amendments, annual reports, financial statements and payments.

C-20.2 Isolation from Production Data

- a) The product must be implemented in an environment that is separate from the production environment.
- b) A separate database must be used to provide the data required for this product.
- c) Data must be replicated to this separate database on a regular interval, semi-daily, hourly, etc.

C-20.3 Formatting Standards Used

- a) The web pages must match the Department's website in style, navigation, and layout.
- b) The web pages must conform to all agency and State of New Hampshire standards, including accessibility standards, for website design and deployment.

C-20.4 Accessible Data

Information provided will include public domain demographic data (e.g. Date Approved, Expiration Date, etc.) and history.

C-20.5 Additional Data Access for Identified Users

The product must provide additional information (e.g. open Pending Actions, Assigned Analyst name and e- mail address, etc.) using an assigned PIN number that will be provided for access.

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C-21 Technical Requirements

C-21.1 Hardware Compatibility

- a) Support multi-user Ethernet network access.
- b) Utilize Microsoft SQL 2000 for the database.
- c) Comply with the New Hampshire statutes that allow for better consumer protection and access via the Internet as well as electronic filing.
- d) Support a Graphic User Interface (GUI).
- e) Run in a 32-bit Microsoft Windows environment (currently Windows XP)

C-21.2 Security and Data Integrity

- a) Secure all records both in-house and between other linkages that are legally connected in matters of records' sharing.
- b) Accommodate restricted input fields so that data entry is limited to valid entries (automatic editing/validation).
- c) Restrict access so that individual staff member access is limited to procedures or functions that pertain to their responsibilities.
- d) Provide for built in user accountability – All actions performed may be traced back to the person responsible. The proposed system must provide a 100% audit trail for all transactions. This could also be used for comparative studies and performance reviews and measurements.

C-21.3 Processing

- a) Process new licenses, registrations, exemptions and track their progress through the system until the process is completed either through approval or denial.
- b) Renew registrations, licenses, and exemptions through user-friendly data entry screens relevant to the type of filing.
- c) Process opinion rulings, examinations, and enforcement activities (complaint tracking, investigations, and case management) and link to licensed or unlicensed firms and individuals related to firms.
- d) Process licensed correspondence and examination reports with an integrated correspondence facility using Microsoft Office XP and link to the licensed or unlicensed firm's record
- e) Examination scheduling and invoicing.
- f) Invoicing for assessed fees and fines.
- g) Log fee and fine payments and generate reports.

C-21.4 Expansion and Growth

- a) Allow for multiple filing types that may be added or deleted, as needed.
- b) Allow for multiple filings per filer.
- c) Allow for multiple complainants and respondents.
- d) Provide common company and contact information and an integrated correspondence facility using Microsoft Office XP.

C-21.5 Integration and Compatibility

The system needs to accommodate on-line initial applications, renewals, amendment filings and annual and financial reporting for numerous consumer/financial licensing

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types. It must also make information accessible to the public via the Internet. It must provide a conduit for which consumers may file complaints electronically. It must also provide for payments for applications, fines and fees to be made electronically.

C-21.6 Reporting

- a) Generate, via an integrated reporting module, standard reports and automated correspondence.
- b) Create custom reports or correspondence, as needed, via a reporting module.
- c) Retain historical data with a method to easily view the data.

C-21.7 Maintenance

A maintenance module for updating code tables and performing routine database maintenance; Vendor will provide 6-month warranty and ongoing maintenance.

C-22 Other Requirements

C-22.1 Internet-based Services

- a) Ability for the public to view data as deemed appropriate such as financial institution filings to eliminate status inquiries via telephone.
- b) Ability for consumers to file complaints on-line.
- c) Ability for applicants and licensees to make initial applications, renewal applications, amendment filings, annual report filings and financial statement filings on-line.
- d) Ability for licensees to receive a confirmation notice when filing new/renewal applications that information has been received and is complete.
- e) Ability for applicants and licensees to pay fees and invoices on-line.

C-22.2 System Upgrades

Allow for efficient implementation of system upgrades and new releases. Provide ability to apply upgrades/new releases on a modular basis whenever possible.

C-22.3 Phased Implementation

Allow for the phase-in of major functions or modules (e.g., Financial Management, Purchasing, Property Management, and Human Resources) during implementation without disruption of State services. Allow modules to use a common platform.

C-22.4 System Documentation

Provide comprehensive system documentation, including, at a minimum:

- a) System flowcharts
- b) System narratives
- c) Program flowcharts
- d) Program narratives
- e) Functional flowchart
- f) Screen layouts
- g) Report layouts
- h) Crosswalk of files and tables used to programs
- i) Entity relationship diagrams

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- j) Data dictionary
- k) Database layout
- l) Database set-up procedures
- m) System implementation and update procedures
- n) System administration procedures

C-22.5 Source Code

Ensure that the source code for the system, if not provided, is placed in escrow.

C-22.6 ADA Compliance

Comply with the Americans with Disabilities Act access requirements.

C-22.7 Visual Aids

Colors and other visual and non-visual aids to facilitate the use of System functions.

C-22.8 Electronic Message Broadcasting

The product must allow for electronic message broadcasting by the following categories:

- a) All active users
- b) All users on next log on
- c) All users on log on repeated until removed

C-22.9 Integration

Ensure that modules comprising the System fully integrate business processes and associated data across all modules.

C-22.10 Ability to Enhance

Provide ability to extend the functionality of the System through user-defined tables, data entry and inquiry screens, menus, and data processing and control logic.

C-22.11 Software Distribution

Provide for automatic distribution of modifications to and upgrades of the thin client, if a thin client desktop is proposed.

C-22.12 Network Communication

Communicate over the State's Wide Area Network (WAN) and State agency Local Area Network (LAN) infrastructures via TCP/IP.

C-22.13 W3C Browser Standards

Employ web-centric/enabled technology using browsers compliant with W3C standards.

C-22.14 Browser Support

Provide user access through a browser based, zero or minimal footprint client with automatic distribution of modifications to any required client software.

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C-22.15 Batch Maintenance of Data

Permit authorized users to maintain system data using a batch upload/interface, including:

- a) Data classification structure records;
- b) Electronic transactions/documents/business events;
- c) System tables and configuration parameters; and
- d) Ensuring that all data validation rules/edits are enforced.

C-22.16 Automatic Return Files

Provide the ability to automatically generate a return file of accepted and/or rejected electronic transactions/documents/business events with the option for retention in online system.

C-22.17 Posting Data to the Internet

Provide ability to post selected data from the System to the Internet for public consumption and for agency use.

C-22.18 Overrides Based on User ID

Provide ability to designate override capacity at the field level based on User ID.

C-22.19 Agency Level Mandatory Fields

Provide ability to designate fields as mandatory or optional at the agency level.

C-22.20 Security Functions

C-22.20.1 Levels of Security

Provided security at the network, application, and database levels as well as at the client level.

C-22.20.2 Database Security

Provide ability to restrict access to the application database(s) from outside the application programs.

C-22.20.3 User Profiles

Provide ability to establish standard "user profiles" from which individual user IDs may inherit privileges.

C-22.20.4 Access Restriction Capability

Provide multi-level security controls to prevent unauthorized use of system and corruption of data, restrict access to the database, maintain database process controls, and log all database transactions. Provide access restriction capability to:

- a) Application module (e.g., purchasing, financial management, personnel management)
- b) Screens and Tables
- c) Data Elements
- d) Functions (i.e., Add, Change, Delete, Inquiry, etc.)
- e) Electronic Documents (Electronic Approvals)

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- f) Business Event
- g) Organizational Unit

C-22.20.5 Audit Trail on User Access

Provide an audit trail of user access and unauthorized attempts to access the system. Distinguish in this audit trail web browser activity from client workstation activity.

C-22.20.6 Security Coordinators

Allow for establishment of multiple security coordinators reflecting the following levels:

- a) Statewide level
- b) Agency-wide level (agency security administrator)
- c) Organization level
- d) Program level

C-22.20.7 Time Out

Establish a time-out limit within system security. Terminate a user's session if the user's workstation is left unattended for the established time frame. Require the user to re-enter the password before continuing.

C-22.20.8 Suspension of Privileges

Provide ability to suspend all user access when a user ID is terminated. Maintain security parameter settings for the user in an inactive status in case security is re-activated in the future.

C-22.20.9 Log Out for Maintenance

Provide ability for security coordinator to log out users when necessary to perform maintenance or other activities that require users to leave the System. Provide for an orderly shutdown of client workstations when such lockouts are initiated.

C-22.20.10 Single Password

Allow for the establishment of passwords, such that a user only has to log into the database system once to access all application modules for which he/she is authorized to access.

C-22.20.11 Password Length

Ensure that each user ID defines a password with a minimum length of eight (8) alphanumeric characters.

C-22.20.12 Password Mask

Mask password entry so that passwords cannot be viewed while being entered.

C-22.20.13 Password Expiration

Establish a parameter-driven timeframe for expiration of passwords.

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C-22.20.14 Mass Password Expiration

Provide ability to enforce the changing of all passwords upon demand.

C-22.20.15 Reminder to Change Password

Provide prompting to modify a password at least five (5) days prior to expiration.

C-22.20.16 Final Opportunity to Change Password

Provide a user whose password has expired with a final warning and one more login attempt to change their password.

C-22.20.17 Password Lockout

Provide ability to disable log-on capabilities if unsuccessful password entry is attempted after a parameter-driven number of unsuccessful attempts. Provide the ability for automatic notification of security administrator upon disabling log-on capabilities.

C-22.20.18 Password Reset

Allow security coordinators to reset passwords without knowing the existing password.

C-22.20.19 User IDs & Profiles Inquiry

Provide ability to inquire and report on individual user IDs and user profiles.

C-22.20.20 Access to Transaction Types

Limit the types of transactions / documents / business events that a user can process.

C-22.20.21 Access by Group

Provide capability to restrict access by an identified group of user IDs.

C-22.20.22 Menu Restrictions

Limit display on system menus to the application module, function and screen options to which the user has access. "Graying out" options not permitted by the security rules does not meet this requirement.

C-22.20.23 View of Access Rights

Provide ability for security coordinators to view the users granted specific access rights or levels.

C-22.20.24 Limit View Based on Privileges

Limit display on system menus to the application module, function and screen options to which the user has access.

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C-22.20.25 Access to Data and Reports

Ensure that standard reports and reports generated by the ad hoc report writer comply with a user's security profile. Do not display any data that violates a user's security profile.

C-22.20.26 Non-Employee Access

Provide ability for non-employees to access the System. In such instances, the System should not edit against the personnel management module to validate employment.

C-22.20.27 Security Table

Provide online inquiry into the security table by authorized security coordinators. Encrypt the security table to protect password information.

C-22.20.28 Override of Restrictions

Provide ability for an authorized user to override restricted electronic transactions, document or business events.

C-22.21 Independent Application Backups

Provide a capability for modules within an integrated system to be independently backed up and recovered.

C-22.22 System Availability

Provide capability for the system to be available 24 x 7 except for defined maintenance periods.

C-22.23 Concurrent Batch and Online Processing

Ensure that use of online and batch processes are not mutually exclusive.

C-22.24 Archiving

C-22.24.1 Archiving of System Data

Include all system data in data archiving.

C-22.24.2 Archive & Purge Criteria

Provide modifiable archive and purge criteria options that can be easily changed by an authorized user. Maintain file synchronization and referential integrity of tables.

C-22.24.3 Scheduling Archiving & Purge

Provide capability for pre-scheduled data archiving and purge routines.

C-22.24.4 Archival & Purge Procedure

Support application modules with a defined archival and purge procedure.

C-22.25 On-Screen Views by Field

Provide, without drill down, on-screen views by item descriptions, names, etc. rather than codes on any document type.

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C-22.26 Real-Time User Input

Allow input of reports, statements and record updates by users (real-time, no batch process) based on user security profiles.

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APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

Vendors must limit narratives describing software, technical matters, services, and project management to responses to topics identified in this section. The following table identifies specific topics for narratives. A page limit is identified for each topic. If a response to a topic exceeds the page limit, the State will limit its consideration to the prescribed page limit. Appendices can be: required, not permitted, or optional. Appendix pages are not counted as part of the "Page Limit".

Table D-1-1: Topics Requiring Narratives

	Page Limit	Separate Appendix
Software Topics		
Topic 1 – Product Literature	1	Required
Topic 2 – Software Architecture	3	Not Permitted
Topic 3 – Software Releases	5	Not Permitted
Topic 4 – System Assurance	3	Optional
Topic 5 – "What If" Scenarios	3	Not Permitted
Topic 6 – Year-End Process	4	Not Permitted
Topic 7 – Licensing/Registration Functionality	2	Not Permitted
Topic 8 – Workflow	4	Not Permitted
Topic 9 – Software Non-Compliance	2	Required
Topic 10 – Ad Hoc Reporting	3	Not Permitted
Technical Topics		
Topic 11 – State Infrastructure	3	Not Permitted
Topic 12 – IT Standards	2	Not Permitted
Topic 13 – Software Interfaces	2	Optional
Topic 14 – Backup and Recovery	2	Not Permitted
Topic 15 – Assurance of Business Continuity	3	Not Permitted
Topic 16 – Archiving	2	Not Permitted
Topic 17 – Environment Setup	2	Not Permitted
Topic 18 – Technical Knowledge Transfer	5	Not Permitted
Service Topics		
Topic 19 – Implementation Approach	10	Not Permitted
Topic 20 – Communication and Agency Outreach Approach	4	Not Permitted
Topic 21 – Business Process Modification and Improvement	6	Not Permitted
Topic 22 – Acceptance Testing	6	Required
Topic 23 – Migration Strategy	3	Not Permitted
Topic 24 – Interfaces	3	Not Permitted
Topic 25 – User Training Approach	6	Not Permitted
Topic 26 – Help Desk Coverage	3	Not Permitted
Topic 27 – System Acceptance Criteria	6	Not Permitted
Project Management Topics		
Topic 28 – Status Meetings and Reports	3	Required
Topic 29 – Risk and Issue Management	3	Not Permitted
Topic 30 – Scope Control	2	Not Permitted
Topic 31 – Preparation of State Staff	3	Not Permitted
Topic 32 – Quality Assurance Approach	6	Not Permitted
Topic 33 – Work Plan	No Limit	Required

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D-1 Software Topics

This section provides a series of topics related to the proposed software that the State of New Hampshire will consider in selecting the Licensing, Registration, Examination and Enforcement Software solution.

Topic 1 – Product Literature

Response Page Limit: 1 – Appendix Required

Provide an appendix with sales literature describing functionality of the proposed software. Provide a table with references to pages in the appendix that describe functionality addressed for all appropriate topics for narrative responses. (The one (1) page limit for this topic refers to the reference table only. No limit is imposed on the appendix. Also, sales literature refers to published material available to prospective clients).

Topic 2 – Software Architecture

Response Page Limit: 3

Although the State is open to alternatives that are proven to provide better value, it prefers to operate its system database utilizing Microsoft SQL 2000 and run in a 32-bit Microsoft Windows environment (Currently Windows XP). For its Examiners' and Licensees' access, the State prefers a Web-based system, with a browser as the principal user interface mechanism.

Provide a description of the technical architecture of the proposed solution. The following topics, at a minimum, should be addressed:

- a. Does the proposed software support a browser-based user interface?
- b. Does any part of the proposed solution require software (other than a browser) need to be installed on the client workstation? If yes, describe software that must be installed and the access authorization level required to install it.
- c. Are SQL and Windows XP a supported configuration of the proposed system?
- d. Are there any components of the system that must reside on another platform?
- e. What application servers are used to support the proposed solution?
- f. What add-on or third-party software, if any, is required to support the functionality desired by the State?
- g. What programming languages are used for development, configuration and customization of the proposed solution?
- h. What components of the software, such as middleware, are proprietary?
- i. What is the growth potential of the proposed system?
- j. What is the timeframe for technical obsolescence of the proposed software? (For the purpose of this question, the version of the proposed software would be considered obsolete when support is no longer available.)

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- k. What type of staffing is typically required to support the proposed product for a client of the size and complexity of the State of New Hampshire? (Discuss both number of staff and skills required.)

If the proposed solution does not meet the State's preferences for use of SQL database and Windows XP platform, discuss the rationale and advantages of the proposed system.

Topic 3 – Software Releases

Response Page Limit: 5

Discuss the following aspects of anticipated future releases of the proposed software. Coverage should include but not limited to the following:

- a. What types (maintenance, enhancement, other) of releases are planned?
- b. What is the historical (past 3 years) and expected frequency of each type of new release?
- c. What is the current version of the current release?
- d. How is the content of future releases determined?
- e. How is the content of a release communicated to the client?
- f. Do government clients have input through a users' group or some other mechanism?
- g. Are enhancements made for specific clients included in future releases?
- h. What specific enhancements are planned for release within the next 24 months?
- i. What resources, planning, and technical skills are required to install a release of each type?
- j. Can components of a release be applied individually or by module without adversely affecting the overall functionality of the system?
- k. Do configuration settings carry forward from one release to the next or must they be reinstalled?
- l. Do patches carry forward from one release to the next, or must they be reinstalled?
- m. How long is a release supported?

Topic 4 – System Assurance

Response Page Limit: 3 – Appendix Optional

Describe the system assurance provisions incorporated into the proposed software. At a minimum, discuss the following:

- a. What process or methodology is employed within the proposed software to ensure data integrity?
- b. To what degree does the approach rely on system assurance capabilities of the relational database management system (RDMS)?
- c. If multiple databases are employed, what extra procedures are used to ensure synchronization among databases?
- d. What out-of-the-box system assurance reports are provided for online and offline processing?

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- e. In the event that an out-of-balance condition is detected, what type of problem detection and resolution information is provided?
- f. Is there a roadmap for identifying and correcting discrepancies?
- g. What diagnostic edit trail is available?

Indicate whether the proposed software provides the types of reports and functionality described. If yes, attach excerpts sample reports as an appendix. If no, discuss the creation of such reports.

Topic 5 – “What If” Scenarios

Response Page Limit: 3

Describe the ability of the proposed software to support development of “what if” scenarios and then incorporate permanently or temporarily the selected scenarios into the modules/functions affected.

Topic 6 – Year-End Process

Response Page Limit: 4

Provide a high-level flow diagram and discussion of automated processes provided in the proposed software that would be used to close a fiscal year.

Identify the quickest close achieved by a client comparable in size and complexity to the State of New Hampshire using the proposed software and discuss how it was achieved.

Topic 7 – Licensing/Registration Functionality

Response Page Limit: 2

Describe the licensing/registration functionality of the proposed software, emphasizing features that distinguish the proposed software from competitors’ software.

Topic 8 – Workflow

Response Page Limit: 4

Provide an overview of workflow features of the proposed software. Discuss the following:

- a. Ability to integrate workflow from the software with other products;
- b. Consistency of workflow features across modules of the software; and
- c. Ability to alter workflow to satisfy differing agency needs.

Answer the following questions:

- d. Is management of workflow centralized or may it be distributed?

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- e. Is the workflow product a component of the software or is a third-party product employed? If a third-party product is employed, what is the product?

Topic 9 – Software Non-Compliance

Response Page Limit: 2 – Appendix Required

Show where the software is non-compliant to NHBD's requirements as outlined in Appendix C. List each non-compliant requirement, how it does not comply, a planned resolution, and any additional cost related to bringing the software into compliance. The following table is an example:

Requirement (App C)	Non-Compliance	Resolution	Additional Cost
C-7.3 Tracking Correspondence History	Currently only track when correspondence was prepared	Additional fields must be coded	None
C-19.14 Closing Validation	Not Available	New Code	None
C-22.13 W3C Browser Standards	Not Available	Future Update	None
C-22.14 Browser Support	Not Available	Future Update	None
C-22.16 Automatic Return Files	Not Available	Special Customization	Negotiable

Topic 10 – Ad Hoc Reporting

Response Page Limit: 3

In this software solution, the State seeks robust capability to produce ad hoc reports from the production system. Provide an overview of the ad hoc reporting capability to be provided in the proposed solution. If a third-party tool is employed, identify and describe the tool. Discuss capability, sophistication and ease of use, including training required.

Discuss how support is provided for ad hoc reporting without disruption to processing of transactions. Describe how the following needs are addressed:

- Ad hoc reporting;
- Online analytical processing (OLAP);
- Repository for metadata;
- Creation of data extracts, and
- Historical reporting.

D-2 Technical Topics

This section provides a series of technical topics that the State of New Hampshire will consider in selecting the licensing, registration, examination and enforcement software. A maximum length of response for each topic is defined.

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Topic 11 – State Infrastructure

Response Page Limit: 3

The following table provides information for preliminary sizing estimates.

Currently the Department licenses approximately 1,158 consumer credit entities and has issued 2,048 licenses and registrations for the current license year.

Approximately 7000 mortgage originators have been reported to the Department this year with growth expected.

The State believes that:

New central processing capacity will be required to support the software solution;
Existing network capacity will be adequate for the software solution; and
Desktop capacity available when the software solution is implemented will be adequate.

If these conclusions require reconsideration, provide alternate recommendations with supporting rationale. Focusing on central processing capacity, provide and discuss the specific upgrades proposed. Discussion should address the following:

- a. What specific hardware configuration should the State acquire to support the proposed software solution?
- b. What assumptions, metrics or benchmarks served as a basis for the recommendation described?
- c. Does the recommendation conform to State platform preferences? If not, how is the recommended hardware a superior solution?
- d. What steps are planned on site to confirm the preliminary recommendation? Again, discuss assumptions, metrics and benchmarks that will be used.

Discuss capacity of other components of the State's infrastructure to support the proposed software solution. Discussion should address but not be limited to the following:

- a. What methodology will be used on site to analyze the capacity of the State's network? What assumptions, metrics or benchmarks will be employed?
- b. What are the minimum and optimal desktop standards for the software solution? If different, how will the optimal solution serve the State better than the minimum solution?

Propose a response standard that will be satisfied and discuss how it can be measured.

Topic 12 – IT Standards

Response Page Limit: 2

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Describe standards incorporated into the proposed software for electronic signatures and identify whether standards employed are national in origin or are unique to the proposed software.

Topic 13 – Software Interfaces

Response Page Limit: 2 – Appendix Optional

The State anticipates that some agencies and business partners will need to interface custom software to the State's new system. Describe the mechanisms and tools included in the proposed system to implement these interfaces. Be sure to address the following aspects of this topic:

- a. What types of interfaces are possible with the proposed system (e.g., online, batch, etc.)?
- b. What data is available to other systems? What data may be imported/updated from other systems?
- c. What tools are provided with the system for the development of interfaces?
- d. What programming languages and/or query languages are required for development of interfaces?
- e. What scheduling tools are required for initiation of interfaces? Are these tools included with the proposed software?
- f. Are there any constraints upon the timing of batch interfaces?
- g. Does the system employ standard definitions or file layouts for interfaces? If so, include a sample in an appendix.
- h. What standard interface formats are used with the proposed software? What degree of flexibility is available?

Topic 14– Backup and Recovery

Response Page Limit: 2

The State seeks a sound backup and recovery provision as part of the solution. Describe the tools used for backup and recovery of applications and data. Identify which tools are included as part of the Vendor's solution and which must be provided by the State. Describe the impact of the proposed backup process on the operation of the system. Also address the following:

- a. Use of and method for logging and journalizing;
- b. Single points of failure and recommended approaches for their elimination;
- c. Approach to redundancy; and
- d. Impact of software license fees.

The State believes that additional software license fees solely related to redundancy for backup and recovery would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

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Topic 15 – Assurance of Business Continuity

Response Page Limit: 3

The State wishes to consider provision for assurance of business continuity as an optional component of the solution. Current risk for business continuity involves loss of the State's Banking Department. The State will decide whether to exercise this option based, in part, on cost.

Vendors are asked to provide an option for the State to continue operation at a different site in the event that the NHBD is unavailable. Discuss necessary planning for the proposed remote site and transition to the site if the NHBD is incapacitated.

The State believes that additional software license fees solely related to redundancy for assurance of business continuity would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

Topic 16 – Archiving

Response Page Limit: 2

The Vendor will be expected to provide and implement an archiving and retrieval scheme that balances response time of offline and online processing with the value of accessing historical data. Describe the scheme (online, near line and off line) that will be implemented and discuss why the balance is optimal. Also, describe the proposed approach for the permanent retention of data selected by the State in an off-line format. Provide a methodology and appropriate tools for the retrieval of the off-line formatted data.

Topic 17 – Environment Setup

Response Page Limit: 2

Describe the different software and hardware environments required for the concurrent development, testing, and production of the proposed solution. Discuss how the proposed environments support the phased implementation of system modules, including all necessary training.

The State believes that additional software license fees solely related to establishing environments for normal activities would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

Topic 18 – Technical Knowledge Transfer

Response Page Limit: 5

The transfer of technical knowledge is important for operations, configuration/development, workflow, business setup, maintenance, and management. Address training curriculum, training priorities and prerequisites, specific commercial and custom courses, and one-on-one

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learning opportunities for each operations, configuration/development and business analyst staff. Identify whether recommended training will be provided on site. Use specific examples from past system implementations to explain how its approach to technical training and knowledge transfer would allow the State to operate independently when the implementation ends.

D-3 Service Topics

This section provides a series of topics related to proposed services that the State of New Hampshire will consider in selecting the proposed software solution and system. A maximum length of response for each topic is defined.

Topic 19 – Implementation Approach

Response Page Limit: 10

The State would like to implement all modules of the selected software as quickly as feasible at the lowest possible price. The State seeks suggestions on an implementation approach.

Provide one or more feasible implementation plans. For each plan provided:

- a. Identify timeframes for major milestones, including timing for discontinuing legacy systems;
- b. Discuss cost implications of the plan, including implications on maintenance fees; and
- c. Address the level of risk associated with the plan.

To assist the State in evaluation of the implementation plan or plans discussed, include:

- a. A listing of modules that constitute the proposed software;
- b. Identification of modules that should be considered core;
- c. Identification of modules that are neither required nor proposed to satisfy State requirements; and
- d. A general description of functionality contained in each module.

Conclude by recommending a single implementation plan, which is used as a basis for the cost proposal.

Topic 20 – Communication and Agency Outreach Approach

Response Page Limit: 4

The State seeks to build an effective communication program that will broaden awareness of the project, foster involvement and set the stage for training and agency outreach programs for the Licensing, Registration, Examination and Enforcement project.

As implementation approaches, the State believes that an outreach program will be needed to support agencies. Outreach activities are likely to include:

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Creation and distribution of materials, guides, and instructions for agency use;
Assistance in planning for and completing implementation, conversion, and interface tasks;
Conduct assessments of implementation readiness and effectiveness; and
identification, tracking, and resolution of agency concerns.

Describe the proposed communication approach in terms of goals, timing or frequency of activities and media to be employed. Define any responsibilities that the State is expected to fulfill with an estimated resource commitment.

Discuss the evolution and timing of expanding the change management program from a communications focus to an agency outreach. Identify the size and organization of an effective agency outreach team. Indicate projected sources of team members, and describe training that members will require.

Topic 21 – Business Process Modification and Improvement

Response Page Limit: 6

The State understands that change in its existing business processes may be required to take best advantage of the selected software or to avoid modification of the selected software. The State, however, seeks to consider process change from a broader perspective, including business process improvement opportunities.

Describe the mechanism that will be employed to review and, if appropriate, modify existing State business processes. Discuss the proposed methodology or approach to identification of issues by area. Also discuss standards for documenting changes to business processes, including mapping to existing processes. Be sure to address the following aspects of this topic:

- a. How will State staff participate in the process?
- b. How many State staff will be needed for what timeframe?
- c. If process modifications require changes to State policy, how much time will be available for the State to consider policy changes without delaying the project?

As Projects are business transformation projects, describe the five (5) major business transformations and related savings that resulted from your last implementation. Explain in detail the calculations for the savings. Discuss obstacles that were encountered in achieving the five (5) major business transformations and how they were overcome.

Topic 22 – Acceptance Testing

Response Page Limit: 6 – Appendix Required

State staff will conduct acceptance testing, but support from the selected Vendor is required, refer to Section 6.11: Testing and Acceptance. To define the type of support that will be provided, address the following questions:

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- a. Will configured software be delivered in functional components for State acceptance testing?
- b. What tool does the Vendor propose to use for source code configuration management?
The State utilizes Harvest as its primary configuration software.
- c. How much time should the State plan to complete acceptance testing of a component?
- d. What test management and test driver tools will be employed in quality assurance testing prior to delivery of code to the State? Will these tools be available to the State for use in acceptance testing?
- e. What support will be provided to prepare State staff for conduct of acceptance tests?
- f. How will members of the testing team be prepared to test the configured software?
- g. What documentation of configured software will be available to the testing team?
- h. How will on site support for the State testing team be provided?
- i. Based on experience in similar projects, how many and what types of defects are likely to be encountered in acceptance testing? (Include metrics from other projects to support this response.)
- j. How much time is available for comprehensive testing and correction of defects prior to implementation? Based on metrics from similar projects, is it sufficient? (Provide information from other projects to support this response.)
- k. If frequency exceeds the expected level, what corrective actions will be instituted?
- l. How quickly will a suspected defect be investigated, and what classifications are planned for suspected defects (see definition of Deficiency in Section 3.2)?
- m. What specific software tools will be used to isolate performance problems?
- n. What tools will be used to document and track status of suspected defects?
- o. Will these tools be available to the State after the project is completed?
- p. What role will the State play in classification of suspected defects?
- q. How quickly will software defects be corrected?
- r. How will the State participate in defining priorities for defect correction?
- s. Will system performance be measured and documented using the State's infrastructure and data? If yes, how?

Provide a sample acceptance test plan from a completed project as an appendix.

Topic 23 – Migration Strategy

Response Page Limit: 3

Conversion of both electronic and paper records will be required for the project. Paper records are particularly prevalent for examinations.

For electronic records, discuss amount of historical data that should be migrated to the new system, provide recommendations for assessing data quality and conducting data cleansing prior to conversion, and discuss use of automated tools in conversion. Also address procedures for populating the initial production database and data transfer procedures. Distinguish between State and Vendor roles. For paper records, discuss amount of historical data needed and potential for conversion over an extended timeframe. For both electronic and paper records, discuss approach for dealing with incomplete records. References to approaches employed successfully in other projects should be provided where appropriate.

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Topic 24 – Data Interfaces

Response Page Limit: 3

Current data interfaces are listed in Section A-3 of Appendix A: Background Information. Some of these interfaces may no longer be needed when the project is implemented but others will be required.

Constructing interfaces will require cooperative efforts involving State and Vendor staff. Discuss the proposed approach for developing interfaces. Be sure to distinguish between State and Vendor responsibilities.

Topic 25 – User Training Approach

Response Page Limit: 6

The State currently provides very limited centralized training in existing statewide systems but understands the importance of training to succeed in this project's implementation. Due to its lack of experience, the State seeks detailed discussion of training alternatives in addition to a recommended training approach.

Questions to address include, but are not limited to, the following:

- a. What type of training (instructor led vs. computer based) will be used for each purpose and why?
- b. What methods will be employed to evaluate training activities?
- c. How will training be coordinated with other user support activities?
- d. Will manuals be adequate to enable trained users to research answers to their own questions?
- e. If the perception is that they're not adequate, can those manuals be quickly revised?
- f. How will the State be prepared to conduct ongoing training after implementation is completed?
- g. Are training manuals on-line and maintained as part of a maintenance agreement?

Topic 26 – Help Desk Coverage

Response Page Limit: 3

Describe support for the Help Desk function incorporated into the Proposal. Include discussion of the following:

- a. Coordination of Help Desk with change management and training activities;
- b. Recommended Help Desk software tools;
- c. Training to be provided to the Help Desk agents;
- d. Suggested escalation procedures;
- e. Interim staffing for peak Help Desk demand periods and transition to a permanent arrangement;
- f. Development of a Help Desk knowledge base; and

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- g. Metrics based on Help Desk inquiries.

Topic 27 – System Acceptance Criteria

Response Page Limit: 6

Propose measurable criteria for State final acceptance of the system. Discuss how the proposed criteria serve the interest of the State.

D-4 Project Management Topics

This subsection provides a series of topics related to management of the project that the State of New Hampshire will consider in selecting the software. A maximum length of response for each topic is defined.

Topic 28 – Status Meetings and Reports

Response Page Limit: 3 – Appendix Required

The State believes that effective reporting through meetings and written reports is essential to project success. At a minimum, the State expects the following:

Introductory Meeting: Participants will include key Vendor staff and State project leaders from both the Banking Department and the Office of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary project procedures.

Kickoff Meeting: Participants will include the project team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

Status Meetings: Participants will include project leaders from the Vendor and the State. These meetings, which will be conducted at least biweekly, will address overall project status and any additional topics needed to remain on schedule and within budget. A status report from the Vendor will serve as the basis for discussion.

The Work Plan must be reviewed at each Status Meeting and updated, at minimum, on a weekly basis.

An Earned Value Analysis must be provided at the end of each month.

Special Meetings: Need may arise for a special meeting with State leaders or project stakeholders to address specific issues.

Exit Meeting: Participants will include project leaders from the Vendor and the State. Discussion will focus on lessons learned from the project and on follow up options that the State may wish to consider.

The State expects the Vendor to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting

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of formal presentations, such as a presentation for the kickoff meeting, will also be a Vendor responsibility.

Vendor shall submit reports in accordance with the Schedule and terms of this Contract. All reports shall be prepared in formats approved by the State. Vendor must produce project status reports which shall contain, at a minimum, the following:

Project status as it relates to Work Plan

- a. Deliverables status
- b. Accomplishments during weeks being reported
- c. Planned activities for the upcoming two week period
- d. Future activities
- e. Issues and concerns requiring resolution
- f. Financial Status to be updated once a month

Describe the process that will be employed. Be sure to cover the following:

- a. Timing, duration, recommended participants and agenda for the kickoff meeting;
- b. Frequency and standard agenda items for status meetings;
- c. Availability for special meetings; and
- d. Agenda for the exit meeting.

As an appendix, provide an example of status reports prepared for another project. Names of the project and of any individuals involved may be removed.

Topic 29 – Risk and Issue Management

Response Page Limit: 3

Provide proposed methodologies for risk and issue management. Discuss State and Vendor responsibilities. The State seeks a clear means to compare planned versus actual status, including percentages, at a sufficiently detailed level to ensure the State can adequately monitor the progress of the project. Be sure to identify any essential time constraints on State actions. Escalation procedures will be defined in a contract between the State and the Vendor.

Topic 30 – Scope Control

Response Page Limit: 3

Suggest an approach for scope control. Describe how the approach has been employed effectively on another project. Discuss how promptly the Vendor will provide cost estimates for proposed changes to scope.

Topic 31 – Preparation of State Staff on the Project Team

Response Page Limit: 2

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Describe how State staff assigned to the project team will be prepared to contribute. Provide an overview of System interactions and dependencies between functions.

Topic 32 – Quality Assurance Approach

Response Page Limit: 6

The State has identified three categories of deliverables:

- a. Written Deliverables, such as a training plan;
- b. Software Deliverables, such as a configured software module; and
- c. Non-software Deliverables, such as conduct of a training course.

Describe the methodology that will be employed to assure that each type of deliverable is of high quality before submission for State consideration. Discussion should include but not be limited to:

Provision for State input to the general content of a written deliverable prior to production;
The standard for Vendor internal review of a written deliverable prior to formal submission;
and Testing of software deliverables prior to submission for acceptance testing.

Topic 33 -Work Plan

Response Page Limit: None – Appendix Required

The State sees a Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed Work Plan during contract negotiation with the selected Vendor and to incorporate the refined Work Plan by reference into a contract.

Provide a preliminary Work Plan depicting tasks, tasks dependencies, schedule, milestones, Deliverables, and payment schedule. Define both proposed written and software Deliverables. Include sufficient detail that the State will be able to identify departures from the plan in sufficient time to seek corrective action. In particular, provide information about staffing.

Describe all Deliverables to be produced in the project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discussion the following:

- a. All assumptions upon which the Work Plan is based;
- b. Descriptions of recommended roles by activity and time required for both State and Vendor members of the project team;
- c. Assignments of members of the Vendor's team identified by role to specific tasks; and
- d. Critical success factors for the project.

Discuss how this Work Plan will be used and State access to plan details, including resource allocation. Also discuss frequency for updating the plan, at a minimum once a week, and for every status meeting. Explain how the State will know whether the project is on schedule and within budget.

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APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

Vendor qualifications are an important factor in selecting licensing, registration, examination and enforcement software and accompanying implementation and follow on support services. To facilitate evaluation of Vendor qualifications, the State seeks information about: (1) corporate qualifications of each Vendor proposed to participate in the project, (2) proposed team organization and designation of key staff, (3) individual qualifications of candidates for the role of project manager, and (4) individual qualifications of candidates for other key staff roles. This appendix identifies specific information that must be submitted.

E-1 Required Information on Corporate Qualifications

Information is required on all Vendors that will participate in the project.

E-1.1 Vendor and Subcontractors

The Vendor submitting a Proposal to this Project must identify any subcontractor(s) and provide the following for the Vendor and each subcontractor identified:

E-1.1.1 Corporate Overview (2 page limit)

Identify the proposed role of the firm on the project. Describe the major business areas of the firm. Provide a high-level description of the firm's organization and staff size. Discuss the firm's commitment to the public sector, experience with this type of project implementations, and experience in New Hampshire.

E-1.1.2 Financial Strength

Provide the following:

1. The current Dunn & Bradstreet report on the firm;
2. The firm's two (2) most recent audited financial statements; and
3. The firm's most recent un-audited, quarterly financial statement.

E-1.1.3 Litigation

Identify and describe any litigation filed by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

E-1.1.4 Prior Project Descriptions (5 limited to 3 pages each)

Provide descriptions of five (5) similar projects completed in the last five (5) years. Each project description should include:

1. An overview of the project covering type of client, objective, project scope, role of the firm and outcome;
2. Project measures including proposed cost, actual project cost, proposed project schedule and actual project schedule;
3. Names and contact information (name, title, address and current telephone number) for one or two references from the client; and
4. Names and project roles of individuals on the proposed team for the New Hampshire ERP project that participated in the project.

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E-2 Team Organization and Designation of Key Vendor Staff

Provide an organizational chart depicting the Vendor project team. This chart should identify key staff from the Vendor, any subcontractors, and the State. State roles should be based on information provided in Section A-5: *State Project Team* of Appendix A.

A single team member may be identified to fulfill the experience requirement in multiple areas.

E-2.1 State Staff Resource Worksheet

Append a completed State Staff Resource Hours Worksheet to coverage of organization. The required format follows. Roles identified in this worksheet must correspond to State positions identified in the organizational chart.

Table E-2 – 1: Proposed State Staff Resource Hours Worksheet

State Role	Hours Per Phase					Total
	Initiation	Pre-Config./ Design	Configuration	Implement.	Control / Close Out	
Project Manager						
Position 1						
Position 2						
Position 3						
Position 4						
Position 5						
State Total						

E-3 Candidates for Project Manager

Although the State recognizes that staff availability is somewhat uncertain, qualifications of the project manager are particularly critical. Therefore, the State requires that the project manager be identified with some degree of certainty. More specifically, up to two (2) candidates for the role of project manager may be presented with the understanding that one of the candidates identified will be available when the project begins.

The State requires that the Project Manager be assigned full time, on site for the duration of the project. For each Project Manager candidate, provide a resume not to exceed five (5) pages in length addressing the following:

- The candidate's educational background;
- An overview of the candidate's work history;
- The candidate's project experience, including project type, project role and duration of the assignment;
- Any significant certifications held by or honors awarded to the candidate; and

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- e. At least three (3) references, with contact information, that can address the candidate's performance on past projects.

E-4 Candidates for Key Vendor Staff Roles

Provide a resume not to exceed three (3) pages for each key Vendor staff position on the project team. Each resume should address the following:

- a. The individual's educational background;
- b. An overview of the individual's work history;
- c. The individual's project experience, including project type, project role and duration of the assignment;
- d. Any significant certifications held by or honors awarded to the candidate; and
- e. At least three references, with contact information, that can address the individual's performance on past projects.

Although the State recognizes that staff availability is somewhat uncertain, qualifications of key staff assigned to the project are critical. Describe any assurances that will enable the State to have confidence that individuals proposed for key Vendor staff positions will be available for and assigned to the proposed project solution.

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APPENDIX F: PRICING WORKSHEETS

A Vendor's Cost Proposal must be based on the worksheets formatted as described in this appendix.

F-1 Activities/Deliverables/Milestones Pricing Worksheet

The Vendor must include, within the Firm Fixed Price for IT service activities, tasks and preparation of required deliverables, pricing for the deliverables required based on the proposed approach, and methodology and tools. The following format must be used to provide this information. A fixed price must be provided for each deliverable.

(LIST DELIVERABLES)

Table F-1 – 1: Activities/Deliverables/Milestones Pricing Worksheet

Activity, Deliverable or Milestone	Deliverable Type	Delivery Date	Percent of Total	Payment Amount	Cumulative Amount
Initiation Phase					
Project Work Plan	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Business Process Improvement Plan (BPI Plan)	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Communications and Change Management Plan	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Software Change Control Process Document	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Risk and Issue Management Plan	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Conduct Project Kickoff Meeting	Non-Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Pre-Configuration/Design Phase					
Conduct and Document Sessions	Non-Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Documentation of Recommended Improvements to Business Processes	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Documentation of Operational Procedures	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Software Configuration / Design Documentation	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Requirements Trace ability Matrix	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Software Configuration Plan	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Baseline Software and Licenses	Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Recommended Required Upgrades to State Infrastructure Report	Non-Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Knowledge Transfer Plan	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Specifications of Various Technical Environments	Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Conduct Information Architecture Review	Non-Software	MM/DD/YY	0.00%	\$0.00	\$0.00

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Table F-1 – 1: Activities/Deliverables/Milestones Pricing Worksheet (cont'd)

Configuration Phase					
Systems Interface Plan and Design/Capability	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Detailed Testing Plan and Testing Results	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Data Conversion Plan and Design	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Deployment Plan	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Comprehensive Training Plan and Curriculum	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
End User Support Plan	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Fully Tested Data Conversion Software	Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Software Configured to Satisfy State Requirements	Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Implementation Phase					
Conduct Unit and System Testing	Non-Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Conduct Integration Testing	Non-Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Perform Production Tests	Non-Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Functioning In-Bound and Out-Bound Interfaces	Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Converted Data Loaded into Production Environment	Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Tools for Backup and Recovery of all Applications and Data	Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Conduct Training	Non-Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Cutover to New Software	Non-Software	MM/DD/YY	0.00%	\$0.00	\$0.00
All Operating System Software	Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Control Activities (All Phases) and Project Close Out					
Project Status Reports	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Conduct Project Exit Meeting	Non-Software	MM/DD/YY	0.00%	\$0.00	\$0.00

F-2 Proposed Position – Initial Contract Term Vendor Rates Worksheet

Using the format provided in the following table, list titles of proposed positions on the project team to be filled by Vendor staff. Under “Number of Staff,” indicate the number of positions that will be assigned the title. Include hours and rates for all staff that will hold the title on the Vendor project team through completion of the contract.

Table F-2 – 1: Proposed Position – Initial Contract Term Vendor Rates Worksheet

Position Title	Number of Staff	Hours	Hourly Rate	Subtotal (Hours X Rate)
Position #1				

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Position #2	
Position #3	
	Total

F-3 Proposed Vendor Staff and Resource Hours Worksheet

Use the Proposed Vendor Staff Position and Resource Hours Worksheet to indicate the individuals that will be assigned to the project. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by phase and that hours should be designated as on or off site.

Table F-3 – 1: Proposed Vendor Staff and Resource Hours Worksheet

Title	Name	Location	Phase					Total
			Initiation	Pre-Configuration	Configuration	Implementation	Control & Close Out	
Project Manager		On Site						
		Off Site						
Position 1		On Site						
		Off Site						
Position 2		On Site						
		Off Site						
Position 3		On Site						
		Off Site						
Total		On Site						
		Off Site						

F-4 Future Vendor Rates Worksheet

The State may request additional services from the selected Vendor and requires rates in the event that additional service is required. The following format must be used to provide this information. "SFY" refers to State fiscal year. The New Hampshire State Fiscal year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Table F-4 – 1: Future Vendor Rates Worksheet

Position Title	SFY 2007	SFY 2008	SFY 2009	SFY 2010
Project Manager				
Position #1				
Position #2				
Position #3				

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F-5 Software Licensing, Maintenance, and Support Pricing Worksheet

For software licensing, maintenance, and support costs, complete a worksheet based on the following model. All costs must be included in the table.

Table F-5 – 1: Software Licensing, Maintenance, and Support Pricing Worksheet

Function	Initial Software License	Post Warranty Maintenance & Support Pricing (specify licensing pricing separate from support - if appropriate)										
		Year										Total:
		1	2	3	4	5	6	7	8	9	10	
Mandatory Functions – Prices Required												
Licensing												
Examination												
Enforcement												
Consumer Services												
Financial Institutions												
											Grand Total:	
Optional Functions – Prices Optional												
Option 1												
Option 2												
Other												

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APPENDIX G: GENERAL STANDARDS AND REQUIREMENTS

G-1 IT Required Work Procedures

1. All work done must conform to standards and procedures established by the Office of Information Technology and the State.
2. All products developed (requirements, specifications, documentation, program code, other) are work for hire and ownership is in accordance with the New Hampshire Contract Terms and Conditions.
3. Any technical education needed by the Vendor to successfully complete the assumed assignment will be at the sole expense of the Vendor and provided by the Vendor.
4. Vendor must agree to provide an "equal or better" replacement for any personnel who leave employment of the Vendor during the course of the contract.
5. Vendor must make the individuals available to be interviewed by the State prior to the project assignment.
6. Vendor and its employees assigned to this project must sign a "Computer Access and Use Agreement."
7. The State may require a detailed background check on any individual assigned to the project, as this project may involve confidential or sensitive information.
8. Personnel assigned to the State must be available to work within ten (10) business days of the contract signing.

G-2 Computer Access and Use Agreement

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS
IMPORTANT INFORMATION ABOUT THE DUTIES YOU MUST
UNDERTAKE AND THE RULES YOU MUST ADHERE TO ONCE YOU ARE
GRANTED ACCESS TO USE THE STATE OF NEW HAMPSHIRE'S
COMPUTER FACILITIES.

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, documentation, information, reports, or data of any kind (hereinafter "Information"), User understands and agrees to the following rules:

That at all times utmost care shall be used in protecting Information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

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That any person or any use not specifically known by the User as being authorized to access or use Information must be promptly reported to the appropriate supervisor.

That Information shall be used solely for the purpose of conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal or other private use.

That at no time shall User access or attempt to access any Information without having the express authority to do so.

That at no time shall User access or attempt to access any Information in a manner inconsistent with the approved method of system entry.

That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times User must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State.

That only equipment or software owned, licensed, or being evaluated by the State, can be used by User. Use of personal or a third party's equipment or software at State facilities is strictly forbidden unless prior written approval has been obtained, and in the case of microcomputer software, a virus scan has been performed by the State LAN administrator.

That at no time shall User's confidential computer password(s) or premises access card be shared with or used by any other person.

That at no time shall User share or use another person's confidential computer password(s) or premises access card.

That at no time shall User leave a workstation without first ensuring that the workstation is properly secured from unauthorized access.

That User must report any and all violations of this Agreement to the appropriate supervisor promptly upon learning of such violation.

That if User is found to be in violation of any of the above-stated rules, the User may face removal from the State contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

That from time to time circumstances may require that this Agreement be modified by the State to reflect any changes in procedure or policy. The User will be notified in writing of any changes and will be required to adhere to such changes.

That the User acknowledges that he or she has read, fully understands, and agrees to abide by each of the above-stated rules as a condition of being granted access to use Information.

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G-3 New Hampshire Certificate of Authority or Certificate of Good Standing

(VENDORS NEED TO SUBMIT)

As a condition of contract award, the Vendor must furnish a Certificate of Authority/Good Standing dated after April 1, 2004, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State
State House Annex
25 Capitol Street
Concord, New Hampshire 03301
603-271-3244

If your company is registered, a certification thereof may be obtained from the Secretary of State.

G-4 State of New Hampshire Terms and Conditions

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The following Terms and Conditions shall constitute the basis for any contract resulting from the RFP.

1. EFFECTIVE DATE: COMPLETION OF SERVICES.

- 1.1 This Contract and all obligations of the parties hereunder shall become effective on the date the Governor and Council of the State of New Hampshire approves this Contract (the "Effective Date").
- 1.2 If the date for commencement in the Contract precedes the Effective Date, all services performed by Contractor between the commencement date and the Effective Date shall be performed at the sole risk of the Contractor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Contractor for any costs incurred or services performed; however if the Contract becomes effective all costs incurred prior to the Effective Date shall be paid under the terms of the Contract. All services must be completed by the date specified in Contract Exhibit A: *Statement of Work* and Contract Exhibit B: *Payment Schedule*.

2. CONDITIONAL NATURE OF CONTRACT.

Notwithstanding anything in the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and

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continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account in the event funds in the account identified for this project, 010-072-2043-312, are reduced or unavailable.

3. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

- 3.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B: *Payment Schedule* of the Contract.
- 3.2 The payment by the State of the contract price shall be the only, and the complete reimbursement to the Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the services provided under the Contract. The State shall have no liability to the Contractor other than the contract price.
- 3.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under the Contract those liquidated amounts required or permitted under the Contract, by RSA 80:7 through 7-C, or any other provision of law.
- 3.4 Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, exceed the total price limitation of the Contract.

4. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY.

- 4.1 In connection with the performance of the Contract, the Contractor shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to civil rights and equal opportunity laws. The Contractor shall also comply with all applicable local, state and federal licensing requirements and standards necessary in the performance of the Contract.
- 4.2 During the term of the Contract, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.
- 4.3 If the Contract is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41. C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States, access to any of the

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Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of the Contract.

5. REGULATORY/GOVERNMENTAL APPROVALS.

Any contract awarded under the RFP shall be contingent upon the Contractor's obtaining all necessary and applicable regulatory or other governmental approvals.

6. PERSONNEL

- 6.1 The performance of the Contractor's obligations under the Contract shall be carried out by the Contractor. The Contractor shall at its own expense provide all personnel, materials and resources necessary to perform the services under the Contract. The Contractor warrants that all personnel engaged in the services shall be qualified to perform the services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- 6.2 The Contractor shall not hire, and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 6.3 The Contracting Officer or his/her successor shall be the State's representative. In The event of any dispute governing the interpretation of the Contract, the Contracting Officer's decision shall be final for the State.

7. TERMINATION

EVENT OF DEFAULT, REMEDIES.

- 7.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default ("Events of Default"):
 - 7.1.1 Failure to perform the services or provide the products furnished under the Contract satisfactorily or on schedule; or
 - 7.1.2 Failure to submit any report required by and in accordance with the Contract; or
 - 7.1.3 Failure to perform any other covenant or condition of the Contract.
- 7.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 7.2.1 Give the Contractor a written notice, by registered mail with a return receipt, specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time by the State, thirty (30) days from the certified date of delivery of the notice; and if the Event of Default is not timely remedied, terminate the Contract, effective two (2) days after giving the Contractor notice of termination; and

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- 7.2.2 Give the Contractor a written notice, by registered mail with a return receipt, specifying the Event of Default and suspend and withhold all payments to be made under the Contract without work stoppage and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contract has cured the Event of Default;
- 7.2.3 Set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and
- 7.2.4 Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- 7.3 If in the judgment of the State the Contractor's default is not substantial to require termination at that time, and the Contractor is not curing the default, and the default is capable of being cured by another resource without unduly interfering with the Contractor's continued performance, the State may at its discretion provide or procure services reasonably necessary to cure the default, and the Contractor shall reimburse the State for the reasonable cost of such services. The Contractor must cooperate with the State and resources in any such efforts to cure the default.
- 7.4 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election of any or more remedies shall not constitute a waiver of its right to pursue other available remedies.
- 7.5 The Contractor's monetary liability to the State shall not exceed two times the total contract price. This limitation shall not include the Contractor's indemnification obligations under section 14 hereunder.
- 7.6 Subject to applicable law and regulations, the State's monetary liability to the Contractor shall not exceed two (2) times the total contract price.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of the Contract.

Termination For Convenience.

The State may, at its sole discretion, terminate the Contract, in whole or part, by thirty (30) days notice to the Contractor. If this Contract is so terminated, the State is liable only for payments required by the terms of this Contract for Software and Services for which the Department has given its acceptance.

During the thirty (30) day period, the Contractor shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services. If this Agreement is so terminated, the Department shall be liable only for payment

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in accordance with the terms of the Contract for Services rendered prior to the effective date of termination.

In case of such termination for convenience, the State shall pay to Contractor the agreed upon price, if separately stated, for deliverables for which acceptance has been given by the State.

Termination for Conflict of Interest.

The State may terminate this Contract if there is a violation of applicable laws and regulations regarding ethics in public acquisitions and procurement and performance of contracts. If the Contract is terminated pursuant to a violation by the Contractor, the State may pursue the same remedies against Contractor as it could pursue in the event of a breach of the Contract by the Contractor.

Termination Procedure.

Upon termination of the Contract, the State, in addition to any other rights provided in this Contract, may require the Contractor to deliver to the State any property, including Software and Non-software Deliverables, for such part of this Contract as has been terminated.

After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- Stop work under this Contract on the date, and to the extent specified, in the notice;
- Place no further orders or subcontracts for materials, Services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated;
- Promptly, but in no event longer than 30 days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- Complete performance of such part of the Contract that has not been terminated by the State;
- Take such action as the State directs, or as necessary to preserve and protect the property related to this Contract which is in the possession of Contractor and in which State has an interest;
- Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to State and which has been accepted or requested by the State; and
- Provide written certification to the State that Contractor has surrendered to the State all said property.

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8. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION

- 8.1 As used in the Contract, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Contract, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 8.2 On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under the Contract, shall be the property of the State, and shall be returned to the State upon demand or upon termination of the Contract for any reason.
- 8.3 Confidentiality of data shall be governed by RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require prior written approval of the State.

9. FORCE MAJEURE

Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, block outs, riots, acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

10. INFORMATION

- 10.1 In performing its obligations under the Contract, the Contractor may gain access to information of the State, including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor’s performance under the Contract.
- 10.2 The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, all information of the State that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form.
- 10.3 Any disclosure of the State’s information shall require prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State’s information, and the Contractor shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process.
- 10.4 In the event of unauthorized use or disclosure of the State’s information, the Contractor shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law, including, but not limited to injunctive relief.
- 10.5 Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing the information it

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claims to be confidential or proprietary. The Contractor acknowledges that the State is subject to the Right to Know law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential or proprietary information insofar as it is consistent with applicable laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential or proprietary, the State shall notify the Contractor and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Contractor without any liability to the Contractor.

10.6 This section shall survive the termination of the Contract.

11. CHANGE OF OWNERSHIP.

In the event that the Contractor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or its successors or assigns for such period of time as determined necessary by the State, or immediately terminating the Contract.

12. CONTRACTOR'S RELATION TO THE STATE.

In the performance of the Contract the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

13. ASSIGNMENT, DELEGATION AND SUBCONTRACTS.

- 13.1 Contractor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights or duties under the Contract without the prior written consent of the State. The State reserves the right to require that the Contractor submit for the State's prior approval all contractual and other relevant documentation relating to the subcontractor's performance of obligations required under the Contract and to include terms consistent with the terms and conditions of this Contract as deemed necessary and appropriate by the State. Any attempted transfer, assignment, delegation or other transfer made without the State's prior written consent shall be null and void.
- 13.2 Any permitted assignment, delegation, subcontract or other transfer shall neither relieve the Contractor of any of its obligations under the Contract nor shall it affect any remedies available to the State that may arise from any breach of the provisions of the Contract or warranties made in the Contract. The Contractor shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, subcontractors or other transferees are used. The State will consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

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14. INDEMNIFICATION.

The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, its subcontractors, and assignees.

The Contractor shall require any subcontractor, delegates, or transferees to agree in writing to defend, indemnify and hold harmless the State, its officers and employees from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the subcontractor, delegate, or transferee.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

This covenant shall survive the termination of the Contract.

15. INSURANCE AND BOND.

15.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

15.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

15.2 The policies described in subparagraph 15.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

16. WAIVER OF BREACH.

No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Contractor.

17. NOTICE.

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Any notice by a party to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

TO CONTRACTOR:

[Name]
[Address]
[City, Town][State][Postal Code]
[telephone number]

TO STATE:

State of New Hampshire
Banking Department
64B Old Suncook Rd
Concord NH 03301
603-271-3561

18. AMENDMENT.

The Contract may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

19. CONSTRUCTION OF CONTRACT AND TERMS.

The Contract shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. Any action may only be brought in the State of New Hampshire Merrimack County Superior Court.

20. THIRD PARTIES.

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

21. HEADINGS.

The headings in the Contract shall not be held to explain, modify, amplify or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

22. ENTIRE CONTRACT.

The Contract, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Contract and understanding between the parties, and supersedes all prior Contracts and understandings.

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G-5 HIPAA Standards for Privacy

NOT APPLICABLE

G-6 Sample Escrow Agreement

SOFTWARE ESCROW AGREEMENT

For

The information contained within this document relates to _____ pricing policies, method of operation, and other proprietary and confidential information. This document is supplied solely for the purpose of enabling the recipient of the proposal to evaluate it. This information shall be made available only to the recipient's personnel who are responsible for evaluating its merits, and shall not be disclosed to any other person or entity including but not limited to the competitors of _____.

SOFTWARE ESCROW AGREEMENT

This Escrow Agreement ("Agreement") is made as of this _____ day of _____, _____, by _____ and _____ between _____, having its principal offices at _____ ("Licensor"), and _____, a _____ corporation and having its principal offices at _____ which Agreement is for the benefit of various licensees listed on Exhibit C (Individually or collectively the "Licensee") which will be updated from time to time.

WHEREAS, Licensor intends to deliver to _____ a sealed package containing magnetic tapes, disks, disk packs, or other forms of media, in machine readable form, and the written documentation prepared in connection therewith, and any subsequent updates or changes thereto (the "Deposit Materials") for the computer software products (the "System(s)"), all as identified from time to time on Exhibit B hereto; and

WHEREAS, it is the policy of the Licensor not to disclose the Source Code and related documentation and any revisions thereof for the product (hereinafter referred to as the "Source Code") to its customers except as provided in an applicable escrow agreement; and

WHEREAS, Licensor desires _____ to hold the Deposit Materials, and, upon certain events, deliver the Deposit Materials (or a copy thereof) to an individual Licensee, in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, with the intent to be legally bound, hereby agree as follows:

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1. Delivery by Licensor. Licensor shall be solely responsible for delivering to ____ the Deposit Materials within 30 days of execution of this agreement. ____ shall hold the Deposit Materials in accordance with the terms hereof. Licensor shall certify to the Licensee that the materials delivered to ____ are complete and accurate. ____ shall have no obligation to verify the completeness or accuracy of the Deposit Materials. ____ will issue to Licensor a receipt for the Source Code upon delivery. ____ will allow the State reasonable access to verify the completeness or accuracy of the Deposit Materials.
2. Duplication; Updates.
 - (a) ____ may duplicate the Deposit Materials by any means in order to comply with the terms and provisions of this Agreement, provided that Licensor shall bear the expense of duplication. Alternatively, ____, by notice to Licensor, may require Licensor to reasonably promptly duplicate the Deposit Materials.
 - (b) Licensor may deposit with ____ any modifications, updates, new releases or documentation related to the Deposit Materials by delivering to ____ an updated version of the Deposit Materials ("Additional Deposit") as soon as practicable after the modifications, updates, new releases and documentation have been developed by Licensor. ____ shall have no obligation to verify the accuracy or completeness of any Additional Deposit or to verify that any Additional Deposit is in fact a copy of the Deposit Materials or any modification, update, or new release thereof.
 - (c) ____ acknowledges that the Source Code and any other information provided to the Escrow Agent by the Licensor in connection with this Escrow Agreement are proprietary to the Licensor and shall be held in confidence by ____ notwithstanding any termination of this Escrow Agreement.
3. Notification of Deposits. Simultaneous with the delivery to ____ of the Deposit Materials or any Additional Deposit, as the case may be, Licensor shall deliver to ____ and to Licensee a written statement specifically identifying all items deposited.
4. ____ agrees to keep complete written records of the activities undertaken and materials prepared pursuant to this Escrow Agreement. The Licensor shall be entitled at reasonable times during normal business hours to inspect and reproduce the records of ____ with respect to this Escrow Agreement. Further, Licensor shall be entitled during normal business hours to inspect at the facilities of ____ the physical and technical status and condition of the Source Code.
5. Release From Escrow.
 - (a) ____ shall seven days following receipt of affidavit, which is from an officer of Licensee to ____ sent via certified mail with return receipt requested, and which states that one of the following events has occurred, proceed in accordance with the procedure described in Sections 5(c) through 5(g) below if:
 - (i) Licensor has made an assignment for the benefit of creditors; or
 - (ii) Licensor institutes or becomes subject to a liquidation or bankruptcy of any kind; or
 - (iii) A receiver or similar officer has been appointed to take charge of all or part of Licensor's assets; or

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- (iv) Licensor terminates its Maintenance and Operations Support Services for Licensee for the Systems or has ceased supporting and maintaining the Systems for Licensee whether due to its ceasing to conduct business generally or otherwise; except in the case where the Licensee ceases to pay for maintenance/support or it is determined by a court of law that the Licensee has breached the terms of the software license agreement between Licensor and Licensee relating to the Systems (the "License Agreement").
 - (v) Licensor fails to make timely payments of fees and other costs required under this Agreement.
 - (b) Licensee shall send a copy of the affidavit to Licensor via certified mail with return receipt requested, simultaneously with its affidavit to _____. Upon its receipt of the affidavit as provided in Section 5(a), _____ shall immediately give written notice to Licensor, attaching a copy of the affidavit to the notice, via certified mail with return receipt requested.
 - (c) Upon receipt of such notices in accordance with Section 5(a) and 5(b), Licensor shall have 30 days to review the Licensee's affidavit requesting the release of the Deposit Materials from escrow as provided for in Section 5(a) above.
 - (d) If Licensor does not give notice to _____ within the 30 days provided in Section 5(c) that the Licensee's request for release from escrow is contested by Licensor, _____ shall automatically release the Deposit Materials to Licensee. The Deposit Materials shall be used by Licensee subject to the License Agreement and solely for support and maintenance for the Systems within the provisions of the License Agreement. Delivery of the Deposit Materials to Licensee in accordance with provisions hereof shall automatically terminate this Agreement.
 - (e) If Licensor does give _____ notice within the 30 days provided in Section 5(c) that Licensee's request for release of the Deposit Materials from escrow is contested by Licensor, _____ shall retain the Deposit Materials in escrow while Licensor and Licensee either:
 - (i) Settle the dispute among themselves and jointly give notice to _____ in writing of the result; or
 - (ii) Submit the dispute to non-binding arbitration or litigation for resolution in accordance with the terms of this Agreement.
 - (f) In the event of litigation, _____ shall dispose of the Deposit Materials as directed by the court of competent jurisdiction's finding given in writing to all parties.
 - (g) Licensor and Licensee shall each bear its own costs incurred in litigation as set forth in Section 5(e) above.
6. Indemnity. Licensor shall indemnify and hold harmless _____ and each of its directors, officers, agents, employees and stockholders ("_____ Indemnities") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted against any _____ Indemnities in connection with this Agreement or the performance of _____ or any _____ Indemnatee hereunder.

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7. Disputes and Interpleader.

- (a) In the event of any dispute between any of ____, Licensor and/or Licensee relating to delivery of the Deposit Materials by ____ or to any other matter arising out of this Agreement other than disputes governed by Section 5.1(e), ____ may submit the matter to non-binding arbitration in accordance with Section 12(1) thereof as to any court of competent jurisdiction in New Hampshire in an interpleader or similar action. Any and all costs incurred by ____ in connection therewith, including reasonable attorneys' fees and costs, shall be borne by Licensor.
- (b) ____ shall perform any acts ordered by any court of competent jurisdiction, without any liability or obligation to any party hereunder by reason of such act.

8. Term and Renewal

- (a) The initial term of this Agreement shall be one (1) year, commencing on the date hereof (the "Initial Term"). This Agreement shall be automatically extended for an additional term of one year ("Additional Term") at the end of the Initial Term and at the end of each Additional Term hereunder unless, on or before ninety (90) days prior to the end of the Initial Term or an Additional Term, as the case may be, any party notifies the other parties that it wishes to terminate the Agreement at the end of such term. Either party may cancel this Agreement by giving the other party sixty (60) days prior written notice.
- (b) In the event of termination of this Agreement in accordance with paragraph 8(a) hereof, Licensor shall pay all fees due ____ and shall promptly notify Licensee that this Agreement has been terminated and that ____ shall return to Licensor all copies of the Deposit Materials then in its possession.

9. Fees. Licensor shall pay to ____ the applicable fees in accordance with Exhibit A as compensation for ____ services under this Agreement.

- (a) Payment. ____ shall issue an invoice to Licensor following execution of this Agreement ("Initial Invoice"), on the commencement of any Additional Term hereunder, and in connection with the performance of any additional services hereunder. Payment is due within thirty (30) days receipt of invoice. All fees and charges are exclusive of, and Licensor is responsible for the payment of, all sales, use and like taxes. ____ shall have no obligations under this Agreement until the Initial Invoice has been paid in full by Licensor.
- (b) Nonpayment. ____ shall not be required to perform any service unless the payment for such service and any outstanding balances owed to ____ are paid in full. In the event of non-payment of any fees or charges invoiced by ____, ____ shall give notice of non-payment of any fee due and payable hereunder to the Licensor and Licensee, in such an event, the Licensor shall have the right to pay the unpaid fee within ten (10) days after receipt of notice from _____. If Licensor fails to pay in full all fees due during such ten (10) day period, a late fee of five percent will be assessed. If Licensor fails to pay any statement within sixty (60) days, interest shall accrue thereon at a rate of 1½ percent per month until paid. Upon payment of the unpaid fee including all late charges and/or interest charges by either the Licensor or Licensee, as the case may be, this Agreement shall continue in full force and effect until the end of the applicable term. Failure to pay the unpaid fees and other amounts owed to ____ under this Agreement in accordance with Section 9(b) by both Licensor and Licensee shall result in termination of this Agreement. Notwithstanding any provision of this Agreement, in no event is the

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Licensee required to make any payments required under this Agreement or liable for any of Licensor's obligations under this Agreement.

10. Grant of Rights to ____.

- (a) Title to Media. Depositor hereby transfers to ____ the title to the media upon which the proprietary technology and materials are written or stored. However, this transfer does not include the ownership of the proprietary technology and materials contained on the media such as any copyright, trade secret, patent or other intellectual property rights.
- (b) Right to Make Copies. ____ shall have the right to make copies of the Deposit Materials as reasonably necessary to perform this Agreement. ____ shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on the Deposit Materials onto any copies made by _____. With all Deposit Materials submitted to _____, Depositor shall provide any and all instructions as may be necessary to duplicate the deposit material including but not limited to the hardware and/or software needed.

11. Bankruptcy. Licensor and Licensee acknowledge that this Agreement is an "agreement supplementary to" the License Agreement as provided in Section 365 (n) of Title 11, United States Code (the "Bankruptcy Code"). Licensor acknowledges that if Licensor as a debtor in possession or a trustee in Bankruptcy in a case under the Bankruptcy Code rejects the License Agreement or this Agreement, Licensee may elect to retain its rights under the License Agreement and this Agreement as provided in Section 365 (n) of the Bankruptcy Code. Upon written request of Licensee to Licensor or the Bankruptcy Trustee, Licensor or such Bankruptcy Trustee shall not interfere with the rights of Licensee as provided in the License Agreement and this Agreement, including the right to obtain the Deposit Materials from ____.

12. Miscellaneous.

- (a) Remedies. Except for actual fraud, gross negligence or intentional misconduct, ____ shall not be liable to Licensor for any act, or failure to act, by ____ in connection with this Agreement. Any liability of ____ to Licensor regardless of the cause shall be limited to the actual cost of new blank magnetic media. ____ will not be liable to Licensor or Licensee for special, indirect, incidental or consequential damages hereunder.
- (b) Natural Degeneration: Updated Version. In addition, the parties acknowledge that as a result of the passage of time alone, the Deposit Materials are susceptible to loss of quality ("Natural Degeneration"). It is further acknowledged that ____ shall have no liability or responsibility to any person or entity for any Natural Degeneration. For the purpose of reducing the risk of Natural Degeneration, Licensor shall deliver to ____ a new copy of the Deposit Materials at least once every three (3) years. ____ shall have no obligations to Licensor or Licensee to determine whether sufficient time has passed to require deposit of a new copy of the Deposit Materials.
- (c) Permitted Reliance and Abstention. ____ may rely and shall be fully protected in action or refraining from acting upon any notice or other document believed by ____ in good faith to be genuine and to have been signed or presented by the proper person or entity. ____ shall have no duties or responsibilities except those expressly set forth herein.
- (d) Independent Contractor. ____ is an independent contractor, and is not an employee or agent of either the Licensor or Licensee.

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- (e) Amendments. This Agreement shall not be modified or amended except by another agreement in writing executed by the parties hereto.
- (f) Entire Agreement. This Agreement, including all exhibits hereto, supersedes all prior discussions, understandings and agreements between the parties with respect to the matters contained herein, and constitutes the entire agreement between the parties with respect to the matters contemplated herein. All exhibits attached hereto are by this reference made a part of this Agreement and are incorporated herein.
- (g) Counterparts; Governing Law. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Amendment. This Agreement shall be construed and enforced in accordance with the laws of the State of New Hampshire.
- (h) Confidentiality. _____ will hold and release the Deposit Materials only in accordance with the terms and conditions hereof, and will maintain the confidentiality of the Deposit Materials.
- (i) Notices. All notices, requests, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and shall be delivered by hand or by commercial overnight delivery service which provides for receipt, or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:
- (i) If to Licensor:
to the address listed on the signature page hereof;
- (ii) If to a Licensee:
to the corresponding address listed on Exhibit C; and
- (iii) If to _____

Attn: General Manager
- If delivered personally or by commercial overnight delivery service, the date on which the notice, request, instruction or document is delivered shall be the date on which delivery is deemed to be made, and if delivered by mail, the date on which such notice, request, instruction or document is received shall be the date on which delivery is deemed to be made. Any party may change its address for the purpose of this Agreement by notice in writing to the other parties provided herein.
- (j) Survival. Paragraphs 6, 7, 9, 10 and 12 shall survive any termination of this Agreement.
- (k) No Waiver. No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or single or partial exercise of any right, power or remedy by any party will preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.
- (l) Arbitration. All claims and disputes relating to this Agreement, the conduct of _____ hereunder and/or claims or disputes between the Licensor and Licensee regarding the satisfaction of any of the conditions set forth in Section 5(a) may, at the option of

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Licensor or Licensee, be submitted to non-binding arbitration in the State of New Hampshire. In the event that the parties to the dispute agree upon a single arbitrator, the arbitration shall be heard by said arbitrator. In the event that the parties to the dispute cannot agree upon a single arbitrator, or if either party desires the matter to be subject to arbitration by more than one arbitrator, then the arbitration shall be heard by three (3) arbitrators, one arbitrator selected by each party to the dispute, and the two (2) arbitrators so selected to name the third arbitrator. In the event there are more than two (2) parties to the dispute, the arbitrators shall be as designated in accordance with the rules of the American Arbitration Association. Notice for arbitration should be provided to Licensor, Licensee and _____ in accordance with Section 12(i) hereof as soon as practicable after a claim or dispute has arisen. Notwithstanding the foregoing, nothing herein requires the Licensee to be subject to arbitration, and Licensee may at its discretion pursue legal remedies, at law or in equity.

IN WITNESS WHEREOF each of the parties has caused its duly authorized officer to execute this Agreement as of the date and year first above written.

By: _____

Print Name: _____

Title: _____

Licensor

By: _____

Print Name: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

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EXHIBIT A – ESCROW AGREEMENT

FEE SCHEDULE

Fees to be paid by Licensor shall be as follows:

Maintenance/storage fee, one product, one beneficiary, one storage unit (included one (1) update)	\$ per year
Each additional storage unit	\$ per year
Each additional product (includes one (1) update)	\$ per year
Each additional beneficiary	\$ per year
International (outside of U.S.)	\$ additional charge per product per year
Additional Updates/Replacements	\$ each
Additional/modifications to Exhibit C	\$ each
Comprehensive service option (includes unlimited updates/replacement and one additional storage unit -- available at the time of account initiation and/or annual renewal)	\$ per year

Payable by Licensor:

Due Upon Licensee's or Licensor's Request for Release of Deposit Materials	\$ for initial 3 hrs. \$/hour for additional hours
Out of pocket expenses, including reasonable attorney's fees and disbursements.	

Fees due upon receipt of signed contract or deposit material, whichever comes first and shall be paid in U.S. Dollars.

* one storage unit = ½ cubic foot

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EXHIBIT B – ESCROW AGREEMENT

Depositor Company
Name: _____
Account _____
Number: _____
Product Name: _____
Version #: _____
Type of ☐ Initial ☐ Updated Deposit to replace current ☐ Other (please
Deposit: Deposit deposits describe)

Items

Deposited:

	Quantity	Media Type & Size	Description of Material
A)	_____	_____	_____
B)	_____	_____	_____
C)	_____	_____	_____
D)	_____	_____	_____
E)	_____	_____	_____
F)	_____	_____	_____

Operating Utilities Hardware
System: _____ Needed: _____ Platform: _____
Special Operating
Instructions: _____

DEPOSIT COPYING INFORMATION:

Is the media encrypted? ☐ Yes ☐ No If yes, please include any passwords and the decryption tools.

Encryption tool _____ Version: _____
name: _____
Hardware required: _____
Software required: _____

I certify for Depositor that the above _____ has inspected and accepted the above materials
described Deposit Materials have been (any exceptions are noted above):
transmitted to _____:

Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____
_____	Accepted: _____
	Exhibit B# _____

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EXHIBIT C – ESCROW AGREEMENT

Depositor Company

Name: _____

Account Number: _____

1. Licensee

Company: _____

Address: _____

Contact: _____

Title: _____

Phone: _____ Fax: _____

2. Licensee

Company: _____

Address: _____

Contact: _____

Title: _____

Phone: _____ Fax: _____

Depositor

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

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Company
Name _____
Address _____

APPENDIX H: TRANSMITTAL FORM

State of New Hampshire Proposal Transmittal Form

Date _____

To: Dawn Allen, IT Manager
Telephone (603) 271-3561
Email: DAllen@banking.state.nh.us

Re: Proposal Invitation Name: Financial Institution Licensing, Registration, Examination and Enforcement Database System

Proposal Number: RFP 2005-007

Proposal Closing Date and Time: October 19, 2004 2:30 P.M.

Company Name: _____ hereby offers to sell to the State of New Hampshire the services indicated in RFP _____ at the price(s) quoted in Vendor Response Section XII: *Cost Proposal*, and Appendix F, in complete accordance with all conditions of this RFP and all specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Section 6 and Appendix G.

Company Signor: _____ is authorized to legally obligate Company Name: _____.

We attest to the fact that:

The company has reviewed and agreed to be bound by the State's Terms and Conditions and Contract Requirements in Section 6 herein and Appendix G, which shall form the basis of any Contract resulting from this RFP;

The proposal is effective for a period of 180 days or the date the Contract takes effect, whichever is later;

That the prices quoted in the proposal were established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price; and

The Vendor has read this RFP and subsequent amendments (addendum) including the following:

Addendum 1 Dated: _____

Addendum 2 Dated: _____

Our official point of contact is _____, Title _____

Telephone _____, email _____

Authorized Signature Printed _____

Authorized Signature _____

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Important Note: Vendors are provided an electronic version of the RFP Transmittal Letter. Any alteration to this Transmittal Letter template is prohibited. Any such changes will result in a Proposal being rejected.